

**COUNTY OF MONTEREY STANDARD AGREEMENT**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

TigerConnect, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION:**

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Healthcare Messaging (text and voice messaging patient communication system).

**2.0 PAYMENT PROVISIONS:**

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ **295,572.00**

**3.0 TERM OF AGREEMENT:**

**3.01** The term of this Agreement is from Upon Execution to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

~~**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.~~

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:**

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** Modification

Exhibit C: Business Associate Agreement

Exhibit D: Order Form

Exhibit E: Additional Provisions

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## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### 10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

#### 11.0 **NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Katy Eckert, MBA Behavioral Health Bureau Chief	Jay DeGooyer General Executive Counsel
Name and Title	Name and Title
1270 Natividad Rd. Salinas, CA 93906	2054 Broadway Santa Monica, CA 90404
Address	Address
(831) 755-4509	(310) 740-9250
Phone:	Phone:

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: \_\_\_\_\_  
Contracts/Purchasing Officer  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Department Head (if applicable)  
Date: \_\_\_\_\_

Approved as to Form  
County Counsel  
Leslie J. Girard, County Counsel  
By: DocuSigned by:  
*Shane Eben Strong*  
66245645383643C  
Office of the County Counsel  
Date: 1/24/2024 | 11:02 AM PST

Approved as to Fiscal Provisions  
By: DocuSigned by:  
*Patricia Ruiz*  
E70EE64E57454E6  
Auditor/Controller  
Date: 1/24/2024 | 2:17 PM PST

By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

CONTRACTOR

TigerConnect, Inc.

By: DocuSigned by:  
*[Signature]*  
4230C43F633C43B  
Contractor/Business Name \*  
(Signature of Chair, President, or Vice-President)  
Brad Brooks CEO  
Date: 1/22/2024 | 8:18 AM PST  
Name and Title

By: DocuSigned by:  
*John Montealegre*  
80532560501542D  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)  
John Montealegre CFO  
Date: 1/22/2024 | 8:28 AM PST  
Name and Title

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup> Approval by County Counsel is required

<sup>2</sup> Approval by Auditor-Controller is required

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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## EXHIBIT-A: SCOPE OF SERVICES/PAYMENT PROVISIONS

### I. SCOPE OF SERVICES

CONTRACTOR will provide an annual licensed web-based subscription for a text and voice messaging patient/staff communication system to Monterey County Health Department/Behavioral Health Bureau that will include:

Clinical Communication & Collaboration  
Care collaboration platform  
Clinical communication/patient engagement

#### A. Provide the following platform options that include:

1. Tiger Connect Clinical Collaboration Standard Platform:  
2-way conversation with staff, group conversations, HIPAA secure messaging
  - HITRUST Certified
  - HIPAA Compliant
  - Message Templates
  - Provider Broadcast Messaging
  - Full Admin Control
  - Archival Tool
  - VoIP App to App Voice & Video
2. Tiger Connect Clinical Collaboration Pro Platform  
2-way conversation with staff, group conversations  
HIPAA secure messaging, voice and video calls, Roles and team organization
  - Unlimited texting, video, voice
  - Assigning roles and teams to staff/networks
  - HITRUST Certified
  - HIPAA Compliant
  - Message Templates
  - Provider Broadcast Messaging
  - Full Admin Control
  - Archival Tool
  - VoIP App to App Voice & Video
3. Patient Engagement Standard  
Communication with Patient &/or Family Messaging
  - Unlimited Texting
  - Automated Messaging (Appt. Reminders)
  - Patient Broadcast Messaging
  - Message Templates
  - Ability to send as secure or unsecure SMS

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Ability to export entire conversation  
Archival Tool  
VoIP App to App Voice & Video

- 4. Patient Engagement Pro
  - Communication with Patient &/or Family Messaging
  - Unlimited Texting, Video and Voice Calls
  - Automated Messaging (Appt. Reminders)
  - Patient Broadcast Messaging
  - Message Templates
  - Ability to export entire conversation
  - Masked Calling (Cellular)
  - Welcome Lobby
  - Archival Tool
  - VoIP App to App Voice & Video

**B. Implementation/Support**

CONTRACTOR will provide the following:

- 1. Dedicated implementation manager to set up entire private organization.
- 2. Account manager to provide training for entire staff and administration.
- 3. Training material for entire staff.
- 4. White labeling of the platform.

**C. Additional provisions:**

- 1. CONTRACTOR will not “go-live” until COUNTY has approved material and implementation plan.
- 2. CONTRACTOR in collaboration with the COUNTY, will test programs and applications prior to launch.
- 3. CONTRACTOR will provide the COUNTY with technical support as needed and will make modifications as required to ensure functionality of the program.
- 4. CONTRACTOR will provide 24/7 customer support and service.
- 5. CONTRACTOR will provide a system that allows the County to generate reports to track relevant data.

**D. Project Schedule:**

CONTRACTOR will produce the following deliverable by dates indicated below:

Deliverable	Timeframe for completion
Implementation	1.5 to 2 months
Go-Live	24 hours from County Approval

**E. Designated Contract Monitor:**

Janet Barajas  
Monterey County Behavioral Health Services Manager  
1611 Bunker Hill Way, Suite 120

Salinas, CA 93906  
 (831) 755-4302

**F. Designated IT Liaison**

Rich Wagreich  
 Department Information Systems Manager  
 County of Monterey Health Department  
 1270 Natividad Rd.  
 Salinas, CA 93906  
 (831) 755-4351

**II. PAYMENT PROVISIONS**

**A. COMPENSATION/PAYMENT**

COUNTY shall pay in advance in an amount not to exceed the issued Quote/Order as requested and approved by COUNTY. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Service	Rate
One time Implementation   Set Up / Administrative & End User Training	\$3000

Product Name (Platform)	SKU	Monthly Rate per User
Clinical Collaboration Standard Licenses	162-312	\$6.00
Clinical Collaboration Pro Licenses	162-312	\$7.00
Patient Engagement Standard Licenses	162-312	\$18.00
Patient Engagement Pro Licenses	162-312	\$22.50
TigerConnect Hosted Archiving	162-312	\$1.00
VolP App to App Voice & Video	162-312	\$1.00

Number of licenses will be phased in: 162 to start and 2 months following 150 will be added.

- B. All maintenance, hosting, and upgrade fees are included.
- C. There shall be no travel reimbursement allowed during this Agreement.

**III. PAYMENT CONDITIONS**

- A. CONTRACTOR shall submit via email an Invoice, as applicable, using an Invoice Form as agreed by COUNTY and CONTRACTOR, with an electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

- B. COUNTY shall review and certify CONTRACTOR'S Invoice either in the

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requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.

- C. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

**IV. MAXIMUM OBLIGATION OF COUNTY**

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR in advance for subscription as specified in the approved quote as incorporated into the Exhibit D-Order Form for a total amount not to exceed **\$295,572.00**.
- B. Maximum Liability Amount:

<b>TERM</b>	<b>AMOUNT</b>
Upon Execution to June 30, 2026	\$295,572.00
<b>MAXIMUM COUNTY OBLIGATION</b>	<b>\$295,572.00</b>

## EXHIBIT B: MODIFICATION

The County of Monterey Standard Agreement shall be modified as follows:

Clause 3.02 under 3.0 TERM OF AGREEMENT is deleted in its entirety and replaced as follows:

~~3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.~~

3.02 The County reserves the right to cancel this Agreement, or any extension of this agreement after a 1-year (12 months) Subscription, without cause, with a thirty day (30) written notice, or with cause immediately. Upon any such termination, County shall be entitled to refund of amounts prepaid by County and relating to periods following termination.



## **EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT**

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This Business Associate Agreement (“BAA”) effective Upon Execution (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and TigerConnect, Inc. (“ Business Associate”) (each a “Party” and collectively the “Parties”).

### **RECITAL**

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“E PHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

### **AGREEMENT**

TigerConnect  
Upon Execution to 6/30/26  
\$295,572.00

1. **DEFINITIONS**

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement)" between Covered Entity and Business Associate to which this BAA applies.

2. **PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

#### **3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the

Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach;

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered

Entity. The fact that Covered Entity has the right to inspect, inspect, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual;

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

### **3.2 Business Associate Acknowledgment.**

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

#### **4. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

**4.2 Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied

prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

**5. MISCELLANEOUS**

**5.1 Survival.** The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

**5.2 Amendments; Waiver.** This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

**5.3 No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

**5.4 Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

TigerConnect, Inc.  
2054 Broadway  
Santa Monica, CA 90404  
Phone: 319-740-9250  
Email: ar@tigerconnect.com

If to Covered Entity, to:

County of Monterey Health Department  
Attn: Compliance/Privacy Officer  
1270 Natividad Road  
Salinas, CA 93906  
Phone: 831-755-4018



Fax: 831-755-4797

Email: sumeshwarSD@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

**5.5 Counterparts; Facsimiles.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

**5.9 Applicability of Terms.** This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business

Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

**5.10 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than \$5,000,000 per claim and in the aggregate. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

**5.11 Legal Actions.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

**5.12 Audit or Investigations.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

**5.13 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

**5.15 Information Blocking Rules.** Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that

would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

DocuSigned by:  
*Jordan Leo*  
By: 8F45881F4E97461...

By: \_\_\_\_\_

Print Name: Jordan Leo

Name: Elsa M. Jimenez

Print Title: VP, Controller

Print Title: Director of Health Services

Date: 1/22/2024 | 8:17 AM PST

Date: \_\_\_\_\_

4817-6588-6700.1

May 2021

EXHIBIT D: ORDER FORM



Company Contact: Chase Wenckowski  
 Quote #: Q-65943-2

**ORDER FORM**

**TigerConnect®, Inc.**  
 2054 Broadway  
 Santa Monica, CA 90404

**Address Information**

**Bill To:**

County of Monterey  
 1441 Constitution Boulevard #202  
 Salinas, CA, 93906  
  
 Billing Contact: Finance Department  
 Email: mchdbfinance@co.monterey.ca.us

**Ship to:**

County of Monterey  
 1441 Constitution Boulevard #202  
 Salinas, CA, 93906  
  
 Contact Name: Marni Sandoval  
 Email: sandovalmr@co.monterey.ca.us  
 Phone: (831) 784-2170

**Purchase Details**

Payment Terms: Net 90  
 Pricing Terms Expire: 2/1/2024

Subscription Term: 28 Months  
 Billing Frequency: Annual

**Subscription Items**

Product Name	Service Start/ End Date	Quantity	Annual Net Unit Price	Initial Period Fee	Annual Fee
VoIP App to App Voice & Video	3/1/2024 - 6/30/2024	162	\$12.00	\$648.00	\$1,944.00
VoIP App to App Voice & Video	7/1/2024 - 6/30/2025	312	\$12.00	\$3,744.00	\$3,744.00
VoIP App to App Voice & Video	7/1/2025 - 6/30/2026	312	\$12.00	\$3,744.00	\$3,744.00
SMB TigerConnect Clinical Collaboration Platform – Pro Licenses	3/1/2024 - 6/30/2024	162	\$84.00	\$4,536.00	\$13,608.00
SMB TigerConnect Clinical Collaboration Platform – Pro Licenses	7/1/2024 - 6/30/2025	312	\$84.00	\$26,208.00	\$26,208.00

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SMB TigerConnect Clinical Collaboration Platform – Pro Licenses	7/1/2025 - 6/30/2026	312	\$84.00	\$26,208.00	\$26,208.00
TigerConnect Patient Engagement Pro	3/1/2024 - 6/30/2024	162	\$270.00	\$14,580.00	\$43,740.00
TigerConnect Patient Engagement Pro	7/1/2024 - 6/30/2025	312	\$270.00	\$84,240.00	\$84,240.00

Page 1 of 6

Product Name	Service Start/End Date	Quantity	Annual Net Unit Price	Initial Period Fee	Annual Fee
TigerConnect Patient Engagement Pro	7/1/2025 - 6/30/2026	312	\$270.00	\$84,240.00	\$84,240.00
TigerConnect®-Hosted Archiving	3/1/2024 - 6/30/2024	162	\$12.00	\$648.00	\$1,944.00
TigerConnect®-Hosted Archiving	7/1/2024 - 6/30/2025	312	\$12.00	\$3,744.00	\$3,744.00
TigerConnect®-Hosted Archiving	7/1/2025 - 6/30/2026	312	\$12.00	\$3,744.00	\$3,744.00

**Services**

Product Name	Total
Implementation Services (SMB)	\$3,000.00
Clinical Consulting (SMB)	\$0.00
Implementation Services (SMB)	\$0.00
Technical Services (SMB)	\$0.00

TigerConnect  
 Upon Execution to 6/30/26  
 \$295,572.00

## Order Total

	Amount
Initial Period Fees:	USD 259,284.00
Total Term Fees:	USD 259,284.00

Amounts do not include any applicable tax.

## Standard Terms & Conditions

1. By signing this Order Form, you are agreeing to purchase the Services on the terms herein.
2. This Order Form is subject to the End User License Agreement, provided here in EXHIBIT E, and the County of Monterey Standard Agreement (which together with the Order Form comprise the "Agreement"). The Agreement represents the entire agreement between the parties.
3. Any Professional Services to be performed by TigerConnect are described in a Statement of Work. Unless otherwise agreed to, all Professional Services fees shall be paid in advance.
4. The Services are described in the Services Description section above. You will have access only to the products and services listed in the Services Description and not to any other improved functionality or features developed by TigerConnect unless otherwise agreed to in writing between the parties (email being sufficient unless otherwise determined by TigerConnect).
5. The TigerConnect Subscription License is limited to the number of users/providers set forth above. Any users/providers provisioned on the system in excess of the quantity identified above will be subject to the per seat/provider license charge set forth in this Order Form for the remainder of the Subscription Term.
6. Travel and expenses are not included in the total price above. If on-site assistance is requested by Customer, Customer is responsible for reimbursing TigerConnect for all travel and expenses, as well as paying TigerConnect's then-current hourly professional services fee.
7. Prices shown in this Order Form do not include applicable taxes, which are Customer's responsibility. The address listed in this Order Form will be used to determine the appropriate taxing jurisdiction. If Customer is a tax-exempt institution, it will need to provide its tax exemption certificate to receive an invoice without any applicable taxes.
8. Unless otherwise specified in this Order Form, Customer will receive TigerConnect's standard customer support services, which includes email support and standard customer training, including a self-onboarding email and limited implementation email support thereafter.
9. Upon each anniversary of the commencement of the Subscription Term and of each Renewal Term, the license fees set forth herein shall be subject to increase no greater than 5% over the previous Subscription Term.
10. This Order Form may be executed by the parties in separate counterparts, including electronically by email, facsimile or other electronic means, each of which when so executed and delivered shall be an original, but shall together constitute one and the same instrument.
11. Each party has caused this Order Form to be executed by its duly authorized representative. By signing below, each party agrees that: (a) it has received, clearly understands and agrees to all the terms in the Agreement; and (b) if acting on behalf of a business, it has authority to legally bind the business.

## Special Conditions

Terms described in this Special Conditions section will override terms in the Standard Terms & Conditions.

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- Due to the unique requirements associated with communicating directly with patients using TigerConnect Patient Engagement, Customer must also sign the attached TigerConnect Patient Engagement Use Agreement setting forth the additional terms and restrictions applicable to the TigerConnect Patient Engagement feature.

The subscription Start Date of 3/1/2024 indicated above is an estimate only, and the actual Start Date is dependent on Customer receiving approval from its Board of Directors and Customer signing this Order Form. To the extent such Board approval and signature are not obtained by 3/1/2024, the Start Date will be adjusted to the date mutually agreed upon by TigerConnect and Customer once such Board approval and signature are obtained.

**Purchase Order Information**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form? (Customer to complete).

- No
- Yes

PO Number:  
PO Amount:

Agreed to by:

TigerConnect, Inc.

Signature: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Customer: County of Monterey

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

## Services Description Sheet

**TigerConnect Clinical Collaboration Platform - Pro** - TigerConnect Clinical Collaboration Platform - Pro offers a complete clinical communications platform for hospitals and larger ambulatory care organizations. It combines three key elements: an integrated product, client success services, and data analytics into a single solution. Optionally available integrations link Pro with critical hospital systems such as the EHR, PACS, scheduling, answering service, and paging services, among others, all scoped via a statement of work. With all of the features in Standard edition included, Pro also includes a customized implementation plan prepared by TigerConnect project managers, which maps to the client organization's objectives, requirements, and timelines. Technical support is available 24/7.

**TigerConnect Clinical Collaboration Platform - Standard** - TigerConnect Clinical Collaboration Platform - Standard delivers end-to-end encryption, security capabilities, and administrative controls that meet and exceed HIPAA compliance requirements and ensure patient data remains protected. HITRUST CSF-certified, Standard edition supports optional light integrations and offers features such as message read status, attachments, and group or broadcast messaging to improve productivity. The Administrative Console makes it easy for IT to set and enforce messaging security policies. Standard also helps organizations transition from less efficient forms of communication such as pagers, faxes, and voicemail to a faster, more efficient secure texting model.

**TigerConnect Clinical Collaboration Platform – Standard** - TigerConnect Clinical Collaboration Platform - Standard delivers end-to-end encryption, security capabilities, and administrative controls that meet and exceed HIPAA compliance requirements and ensure patient data remains protected. HITRUST CSF-certified, Standard edition supports optional light integrations and offers features such as message read status, attachments, and group or broadcast messaging to improve productivity. The Administrative Console makes it easy for IT to set and enforce messaging security policies. Standard also helps organizations transition from less efficient forms of communication such as pagers, faxes, and voicemail to a faster, more efficient secure texting model.

**VoIP App to App Voice & Video** – TigerConnect delivers voice and video calls for peer-to-peer and group conversations between two logged-in users with data connections and can be enabled by administrators for the entire organization or for individual users. Users can initiate VoIP calls from the conversation screen or inbox tab. In addition, PBX system integration is offered for specific SIP protocols and versions. Refer to TigerConnect's system requirements website for current supported operating systems.

### VoIP App to App Voice & Video Calling Limits

786 Users

31,200 minutes in "VoIP App to App Voice & Video" calls per month

Additional "VoIP App to App Voice & Video" minutes can be purchased in increments of 10,000 minutes at \$500 USD/month All minutes will expire at the end of each month

**TigerConnect Patient Engagement** - The TigerConnect Patient Engagement product allows clinicians and allied health professionals to securely and directly text patients and their families. Clinical staff can set up video or voice calls for improved care plan adherence, pre/post-visit education, and asynchronous follow-ups. For staff, one app supports both clinical and patient communication while patients access conversations through a secure web browser. Intake is simplified for both clinicians and patients using a virtual welcome lobby, while automated appointment reminders improve no-show rates and provide two-way communication for answering questions or sending attachments (up to 10,000 messages per facility per month available at no additional charge).

### TigerConnect Patient Engagement

The TigerConnect, Inc. ("TigerConnect") patient engagement feature allows you to communicate with your patients and their caregivers through an encrypted, HIPAA compliant secure webform. Due to the unique requirements associated with communicating directly with patients, we require your agreement to include some additional terms and restrictions in order to activate this service on your account. These terms and restrictions are as follows:

1. The access code or other request for identity verification provided to your patients will only be active for 7 days from the time the first SMS message is sent to the patient, and a new access code or identity verification will automatically be generated for patients if they wish to continue communicating with you past this 7-day period.
2. You will be able to set the maximum period of time your organization permits a dialog to be open to its patients, after which time you will need to initiate a new conversation with those patients.
3. All recipients will have the right to cancel the patient engagement service at any time by texting "STOP" to the message, and TigerConnect will send them an SMS message to confirm that they have been unsubscribed. After this, they will no longer receive messages from you.

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4. Text messages between you and your patients will not be archived unless you have elected archiving as part of your TigerConnect services. You also will have the option to print any conversations using the service, but messages not archived or printed will be deleted once the message lifespan you have set for your organization has expired. If you have video and audio enabled, due to HIPAA requirements, video and audio chats will not be recorded and cannot be archived even if you have archiving as part of your TigerConnect services.

5. TigerConnect is able to enable the patient engagement feature with the following major mobile phone carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile. TigerConnect is also able to deliver messages to a number of regional carriers, and the full list of compatible carriers is available on our website at [www.tigerconnect.com](http://www.tigerconnect.com). We will update this list as necessary, but TigerConnect naturally cannot be held responsible for use of the service with any carriers not included on the most current listing.

6. Unless a bulk messaging add-on option has been purchased, the patient engagement feature is intended for communication with individual patients and their caregivers regarding patient care matters and may not be used for bulk messaging, marketing or promotional purposes, or to send messages that include any advertising.

7. Your organization will have the ability to change certain security features in the service. Please note that any changes from those set initially by TigerConnect may make the service less secure and increase the risk of patient information being exposed. TigerConnect does not accept any responsibility for any release of patient information resulting from changes to the standard security settings established by TigerConnect.

8. You understand and acknowledge that, like all TigerConnect services: (a) the TigerConnect patient engagement feature is intended to deliver non-critical, non-emergency messages between users; (b) the service is dependent upon a number of factors outside TigerConnect's control, including but not limited to the operation of third party provided hardware and network services; (c) the service is not a substitute for any of your current systems of administering and safeguarding medical treatment and/or medicine; (d) there may be occasional communication failures or delays in delivering or receiving properly sent messages; (e) the service is not expected to perform at the same level of performance and/or reliability one might expect from medical devices used in delivering critical medical care environments; (f) TigerConnect is not responsible for the security of the messages on your patients' or their caregivers' personal devices, or for the dissemination of personal health information outside the TigerConnect platform; and (g) you are solely responsible for providing to TigerConnect accurate information regarding patients' accounts, including, without limitation, user information and phone numbers, whether your patients wish to add or delete someone authorized to receive messages on their behalf, and whether patients wish to allow persons added to a conversation to see the prior messages in that conversation. **Please be aware that the TigerConnect patient engagement feature should never be used for any emergency medical situations, and you should always instruct your patients to call 911 in case of an emergency. You also should advise your patients that they should call your office if at any time they have an urgent question, do not understand a message or do not feel comfortable discussing an issue via text message, even securely.**

9. The use of TigerConnect patient engagement feature by you and your patients will be subject to all of the terms and conditions applicable to your use of the other TigerConnect services, including, without limitation, terms relating to permitted uses and restrictions, indemnification and limitations on liability. In that regard, your patients and their caregivers will be considered "Authorized Users" of yours, and you will be responsible for all matters arising out of or relating in any way to their use of any TigerConnect services.

By signing below, you agree that (a) you have read, clearly understand and agree to all of the above terms, and (b) if acting on behalf of a business, you have the legal authority to bind the business.

Customer: County of Monterey.

Signature:

Print Name:

Title:

Date:

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## EXHIBIT E: ADDITIONAL PROVISIONS

This Exhibit supplements the Count of Monterey Standard Agreement (the “Standard Agreement”) by and between the County of Monterey, a political subdivision of the state of California, and TigerConnect, Inc. (“CONTRACTOR”) (each a “Party” and collectively, the Parties) and is incorporated therein by reference.

### END USER LICENSE AGREEMENT

(Last Reviewed on November 9, 2022)

#### **1. THE PARTIES**

Please read this End User License Agreement (this “EULA”) carefully before accessing, downloading or using the Services (defined below). By accessing, downloading or using the Services, you and/or any entity for which you act on behalf of (the person or entity using the Services, “Subscriber”) agree to be bound by the terms of this EULA. If Subscriber is an entity, the term Subscriber shall include Subscriber, and all of Subscriber’s affiliates, employees, representatives, contractors and users of the Services. The agreement by an employee, consultant or contractor acting on behalf of an entity to these terms will be deemed to be the agreement of that entity. Any such employee, consultant or contractor hereby represents and warrants that he, she or it has authority, or has been provided authority, to bind the entity to this EULA.

TigerConnect, Inc., a Delaware corporation (“TigerConnect”) is only willing to grant Subscriber access to the Services if Subscriber accepts all of the terms of this EULA. If Subscriber and TigerConnect have both executed a written agreement that governs access to or use of the Services (an “Order Form”), then the terms of the Order Form shall govern and control to the extent there is a direct conflict between the terms of this EULA and the terms of the Order Form.

Each of Subscriber and TigerConnect may be referred to herein as a “party,” and Subscriber and TigerConnect together may be referred to as the “parties.”

#### **2. PERMITTED USES AND RESTRICTIONS**

“Services” means the services TigerConnect agrees to provide Subscriber in an Order Form. If the parties have not entered into an Order Form, Services means those services TigerConnect elects to provide, in its sole and absolute discretion, via its freemium services.

Subject to the terms of this EULA, during the applicable EULA Term (defined below), TigerConnect grants Subscriber a non-exclusive, non-transferable and non-sublicensable right for Subscriber to access, download and use the Services in conjunction with Subscriber’s internal business purposes and in accordance with TigerConnect’s applicable documentation.

Subscriber is entitled to freely allocate, transfer, or cancel user subscriptions among individuals it authorizes to use the Services (its “Authorized Users”), subject to the maximum number of Authorized Users indicated in the applicable Order Form. Any Authorized Users provisioned on the system or otherwise using the Services will be subject to the per seat license charge (or other prorated charge if the license is on other than a per-seat basis) set forth in the applicable Order

Form for the remainder of the subscription term indicated in such Order Form. Subscriber remains at all times fully liable for the acts and omissions of each Authorized User.

Subscriber is granted permission to access, download and use the Services, provided that Subscriber shall:

- Not use the Services for any illegal or unauthorized purpose, or beyond the scope of the Services' expected use;
- Not intentionally interfere with the operation of the Services or with any other person's use of the Services;
- Not intentionally gain unauthorized access to the Services;
- Not use the Services in excess of or beyond the maximum number of registered users and/or devices that Subscriber has agreed to;
- Be solely liable for Subscriber's conduct, acts and omissions, including for the conduct acts or omissions of all its employees, affiliates, consultants, service providers and users;
- Not merge the Services with other software;
- Not resell, sell, lease, lend, redistribute, sublicense, assign or otherwise transfer the Services to any third party;
- Not use the Services for any purpose other than internal business needs;
- Not use the Services to compete against TigerConnect;
- Not alter, modify, adapt, reverse engineer, decompile, disassemble or hack the Services, create derivative works from the Services or otherwise attempt to derive the source code for the Services;
- Not remove or alter any copyright notices or other notices included in the Services;
- Not alter or modify another website so as to falsely imply that it is associated with TigerConnect;
- Not use the Services to create or transmit unwanted email, junk email, bulk email, promotions, spam or content that includes any advertising;
- Not intentionally transmit any viruses, bugs, worms, or any other computer code of a destructive nature or that may harm a network, computer, server, hardware, software or telephone equipment using the Services;
- Not violate anyone else's legal rights (e.g. privacy rights) or any laws (e.g. copyright laws) in Subscriber's jurisdiction while using the Services;
- Remain solely responsible for any message data sent from Subscriber's account;
- Use the Services in accordance with all applicable laws;
- Not use any data mining, robots or similar data gathering and extraction methods in connection with the Services;
- Not impose an unreasonable burden on the Services or network;
- Not breach, or attempt to breach, the security of the Services;
- Not use the Services or export the Services in violation of U.S. export laws and regulations;
- Not solicit any activity, unlawful or otherwise, that infringes TigerConnect's rights or the rights of any other party;
- Not enable others to violate any of these terms and conditions; and
- Ensure that all users of the Services are at least 18 years of age or older or have received the consent of a parent or guardian if under 18 years of age.

Any violation of this EULA by Subscriber may result in the termination of Subscriber's TigerConnect account and Subscriber's ability to access or use the Services.

### **3. TERM AND TERMINATION**

If the parties have entered into an Order Form, this EULA commences on the effective date of the Order Form (the "**Effective Date**") and shall remain in effect until all Order Forms between the parties are expired or terminated (the "**EULA Term**").

If the parties have not entered into an Order Form, the Effective Date is the date Subscriber accepts the terms herein or first accesses, downloads or uses any of the Services, and the EULA Term shall be for so long as Subscriber uses or accesses any of the Services.

In addition, if Subscriber fails to make any payment to TigerConnect when due, TigerConnect may withhold further Services upon 30 days' prior notice (email notice being sufficient).

Upon termination of the EULA Term, Subscriber shall no longer be permitted to use or access the Services. The terms herein that contemplate obligations after the EULA Term, including but not limited to Indemnification, Disclaimer, Limitation of Liability, Controlling Law and Severability, and Confidentiality, shall survive termination.

### **4. SUBSCRIBER DATA**

Subscriber owns all of Subscriber's data, text, information, graphics, photos, profiles, audio and video clips, links and other content and materials that Subscriber submits and/or transmits using the Services, (collectively, "**Data**"). TigerConnect may use Data to provide, monitor and improve the Services. Subscriber shall be fully liable and responsible to ensure that Data does not violate any law, regulation or the terms of this EULA. Notwithstanding the foregoing, TigerConnect may monitor, collect, use and store usage data, metadata and other anonymous aggregate data regarding use of the Services (the "**Usage Data**"). TigerConnect owns all title, right and interest, including any associated intellectual property rights, in and to the Usage Data. TigerConnect shall not be responsible for maintaining backups of Data on TigerConnect systems. All Data will be processed and stored within the geographic limits of the United States. Upon termination of Subscriber's TigerConnect account, Data will no longer be stored on TigerConnect's systems.

### **5. SUBSCRIBER ACKNOWLEDGEMENTS**

Subscriber acknowledges that the Services, and their respective structures, organization, documentation, software and source code, constitute TigerConnect's valuable intellectual property owned solely by TigerConnect. TigerConnect does not grant, and Subscriber acknowledges that it has no right, license or interest in, any patents, copyrights, trademarks, or trade secrets owned, used or claimed now or in the future by TigerConnect. No title to or ownership of the intellectual property contained in (a) the Services, the software or any part of the Services or the software, (b) any enhancements, updates, modifications, local versions or any derivatives of the Services or the software, (c) any and all intellectual property and proprietary rights therein, or (d) TigerConnect's confidential information is transferred to Subscriber.

“TigerConnect” and other TigerConnect graphics, logos, designs, page headers, button icons, scripts and service names are trademarks in the United States and other countries. TigerConnect’s trademarks and trade dress, as well as third party trademarks, logos and service marks used in conjunction with the Services, may not be used in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without TigerConnect’s prior written permission.

Subscriber fully understands and acknowledges that: (a) the messaging system that may comprise part of the Services is intended to deliver non-critical, non-emergency messages between users; (b) the Services are dependent upon a number of factors outside TigerConnect’s control, including but not limited to the operation of third party provided hardware and network services; (c) the Services are not a substitute for any of Subscriber’s current systems of administering and safeguarding medical treatment and/or medicine; (d) there may be occasional communication failures or delays in delivering or receiving properly sent TigerConnect messages or in Subscriber being able to access or use the Services in the manner intended; (e) the Services are not expected to perform at the same level of performance and/or reliability one might expect from medical devices used in delivering critical medical care environments; and (f) Subscriber is solely responsible for providing to TigerConnect accurate information regarding Subscriber’s account or the delivery of the Services, including, without limitation, user information, changes in personnel, phone number changes and email address changes.

## **6. SERVICES UPDATES**

By using the Services, Subscriber grants TigerConnect permission to send to Subscriber’s end users messages (including via email) regarding the Services, its features, service alerts and network activity, including educational and instructional materials. Notwithstanding the foregoing, it is Subscriber’s responsibility to register for updates from, and/or regularly check, TigerConnect’s webpages at <http://status.TigerConnect.com> and <http://www.TigerConnect.com/releasenotes/> for updates with respect to the Services. Subscriber’s continued use of the Services after such updates will constitute its acceptance of the changes.

## **7. PRIVACY POLICY**

This EULA is subject to Subscriber’s acceptance of the terms and conditions set forth in TigerConnect’s Privacy Policy (the “**Privacy Policy**”), the terms of which are incorporated into this EULA, and which can be found at <https://www.TigerConnect.com/terms-use/>.

## **8. ENTERPRISE ACCOUNTS, SUPPORT, IMPLEMENTATION AND PROFESSIONAL SERVICES**

All enterprises with more than 15 users at a related domain (or domains) within their TigerConnect “Org” will be required to enter into a paid Order Form with TigerConnect or TigerConnect may stop Services. A paid subscription to TigerConnect entitles Subscriber to the level of support included in Subscriber’s subscription package, which shall include, at a minimum, standard TigerConnect customer support via email and standard customer training, including a self-onboarding email and limited implementation email support thereafter. Additional support, implementation and professional services may be purchased by Subscriber. All such additional services delivered by TigerConnect are subject to this EULA.

## 9. MULTI-ORG USERS

Subscriber acknowledges that some of its authorized end users may desire to work with other healthcare organizations and that the authorized end users of other healthcare organizations may desire to work with Subscriber (each such authorized end user is referred to as a **“Multi-Org User”**). In order to facilitate use of the Services for Multi-Org Users, and notwithstanding anything to the contrary in any other document, Subscriber gives TigerConnect permission to share the name, mobile phone number, email address, pager number, job title and department of Multi-Org Users (**“Contact Details”**) with applicable organizations, including Subscriber. Subscriber is required to treat such Contact Details in the same manner it treats other Confidential Information.

## 10. CONFIDENTIAL INFORMATION

**“Confidential Information”** means any non-public data, information and other materials regarding the products, software, services, prices, discounts or business of a party (or of third parties, to the extent a party is bound to protect the confidentiality of any third party’s information) provided by a party, its employees, contractors or affiliates (**“Disclosing Party”**) to the other party (**“Receiving Party”**) where such information is marked or otherwise communicated as being **“proprietary”** or **“confidential”** or the like, or where such information should, by its nature, be reasonably considered to be confidential or proprietary. The parties agree, without limiting the foregoing, that any performance and security data, product roadmaps, source code, benchmark results and technical information relating to the Services, including pricing information, shall be deemed TigerConnect’s Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information which: (a) is already known to the Receiving Party without obligations of confidentiality prior to disclosure by the Disclosing Party; (b) becomes publicly available without fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; (d) is independently developed or created by the Receiving Party without using Disclosing Party’s Confidential Information; or (e) is required to be disclosed by law or governmental regulation, provided that Receiving Party provides reasonable notice to Disclosing Party of such required disclosure to the extent allowed by law, and reasonably cooperates with Disclosing Party in limiting such disclosure. Except as expressly authorized herein, Receiving Party shall: (i) use the Confidential Information of the Disclosing Party only to perform hereunder or exercise rights granted to it hereunder; and (ii) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case with less than reasonable care. The parties understand the County of Monterey is subject to the California Public Records Act, and, therefore TigerConnect will not hold the County liable for disclosures necessary under the California Public Records Act.

## 12. DISCLAIMER

SUBSCRIBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY AGREEMENT BETWEEN SUBSCRIBER AND TIGERCONNECT, USE OF THE SERVICES IS AT SUBSCRIBER’S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH SUBSCRIBER. TO

THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TIGERCONNECT HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TIGERCONNECT DOES NOT WARRANT AGAINST INTERFERENCE WITH SUBSCRIBER'S ENJOYMENT OF THE SERVICES, THAT THE FUNCTIONS CONTAINED IN OR PERFORMED BY THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY UPDATE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE SERVICES WILL BE CORRECTED OR THAT THE SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. INSTALLATION OF THE SERVICES MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. SUBSCRIBER FURTHER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAY OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL, FINANCIAL OR ENVIRONMENTAL DAMAGE. USING THE SERVICES FOR TRADING SECURITIES IS NOT PERMITTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TIGERCONNECT OR AN APPROVED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SERVICES PROVE DEFECTIVE, SUBSCRIBER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, IF APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY IN THOSE JURISDICTIONS.

### **13. LIMITATION OF LIABILITY**

Except where prohibited by law, in no event will TigerConnect, its officers, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, affiliates, licensors or suppliers be liable for any indirect, special, punitive, incidental, exemplary or consequential damages even if TigerConnect has been advised of the possibility of such damages or any direct damages that result from: (1) the use of, or inability to use, the Services; (2) the performance of the Services; or (3) any failure in the Services. Subscriber assumes total responsibility for using the Services. Subscriber's only remedy against TigerConnect for dissatisfaction with the Services is to stop using the Services. If, notwithstanding these terms, TigerConnect is found liable to Subscriber for any damage or loss that arises out of or is in any way connected with Subscriber's use of the Services, TigerConnect's liability shall in no event exceed the amount paid by Subscriber to TigerConnect during the previous twelve (12) months. In addition to the forgoing limitations, Subscriber agrees that Subscriber will not join any claim against TigerConnect with the claim of any other person or entity in a lawsuit, arbitration or

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other proceeding; that no claim Subscriber has against TigerConnect shall be resolved on a class-wide basis; and that Subscriber will not assert a claim in a representative capacity against TigerConnect on behalf of anyone else.

#### 14. MISCELLANEOUS

a. Governing Law and Venue. This EULA and all matters arising out of or relating to this EULA shall be governed by and construed in accordance with the laws of the State of California, without regard to any conflict of law provisions. Each party irrevocably agrees that any claim brought by it in any way arising out of this EULA or the Services must be brought solely and exclusively in state or federal court located in Monterey County, California, and each party irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally, with respect to any action, suit, or proceeding brought by it or against it by the other party.

b. Assignment. Neither party may assign, subcontract, delegate or otherwise transfer this EULA or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this EULA, without the other party's prior written consent; provided, however, that a reorganization, merger or sale of all, or substantially all, of TigerConnect's assets or equity shall not be considered an assignment under this provision and Subscriber's written consent shall not be needed to consummate such a transaction.

c. Notices. All notices required or contemplated by this EULA shall be in writing. Any notice to be given or served hereunder, by either party shall be deemed given and received when delivered personally or five (5) days after being mailed certified mail, postage prepaid. Notices to TigerConnect shall be sent to the principal office address of TigerConnect as indicated on [www.tigerconnect.com](http://www.tigerconnect.com). Notices to Subscriber shall be sent to the address for Subscriber listed on any agreement between Subscriber and TigerConnect, or to such other address as Subscriber may designate in writing to TigerConnect.

d. Entire Agreement. This EULA, together with any Order Form, exhibits, appendices, and other attachments thereto that are specifically incorporated herein, shall constitute the entire agreement between TigerConnect and Subscriber and contains all of the understandings and agreements of the parties in respect of the subject matter hereof. Any and all prior understanding and agreements, expressed or implied, between the parties in respect of the subject matter of this EULA are superseded hereby.

e. Severability. If any terms or provisions in this EULA or any application thereof is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this EULA or any application thereof shall not in any way be affected or impaired, except that, in such event, this EULA shall be deemed revised in order to provide the party adversely affected by such declaration with the benefit of its expectation, evidenced by the provision(s) affected by such declaration, to the maximum extent legally permitted.

f. Modifications and Amendments. Except as expressly set forth herein, this EULA may not be modified or amended except by an instrument in writing signed by the parties. Accordingly, no course of conduct shall constitute an amendment or modification of this EULA.



h. Force Majeure. TigerConnect shall not be liable to Subscriber or others for failure to perform under this EULA if the failure results, directly or indirectly, from government action or inaction, mechanical or electrical breakdown, war, civil unrest, natural disaster, pandemics, health crises or other cause beyond its reasonable control. If either party is affected by an interruption or delay contemplated by this Section, it will: (a) promptly provide notice to the other party, explaining the full particulars and the expected duration of the delay and (b) use its commercially reasonable efforts to remedy the interruption or delay if it is reasonably capable of being remedied.

i. Section Headings. Section headings in this EULA are for the parties' convenience only. Accordingly, they shall not constitute a part of this EULA when interpreting or enforcing this EULA.

j. Breach and Waiver. No waiver of any breach of this EULA shall: (a) be effective unless it is in a writing which is executed by the party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this EULA shall constitute a waiver thereof.

k. Survival of Terms. Notwithstanding anything contained herein to the contrary, all of TigerConnect's and Subscriber's respective obligations, representations and warranties under this EULA that are not, by the express terms of this EULA, fully to be performed while this EULA is in effect shall survive the termination of this EULA for any reason.

l. Binding Agreement. This EULA shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.

m. Defined Terms and Use of Terms. All defined terms used in this EULA shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. The terms "hereunder", "herein", "hereby", and similar terms refer to this EULA.

n. Cumulative Remedies. No right or remedy conferred by this EULA is exclusive of any other right or remedy conferred herein or by law or in equity. Rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time.

o. Ambiguous Terms. Any ambiguities in this EULA will not be strictly construed against the drafter of the language concerned but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. This EULA will not be construed against any party by reason of its preparation.

p. Attorneys' Fees. If any suit or other action is commenced to construe or enforce any provision of this EULA, the each party, in addition to all other amounts a party is entitled to receive from the other party, shall pay its own reasonable attorneys' fees and court costs.

TigerConnect  
Upon Execution to 6/30/26  
\$295,572.00

q. Compliance with Legal Processes. TigerConnect cooperates with government and law enforcement officials to enforce and comply with the law. TigerConnect may therefore disclose any information if TigerConnect deems it reasonably necessary to: (a) satisfy any applicable law, regulation, legal process (such as a subpoena or court order) or enforceable governmental request; (b) enforce the EULA or the Services, including investigation of potential violations thereof; (c) detect, prevent, or otherwise address fraud, security or technical issues; or (d) protect against harm to TigerConnect's rights, property or safety, TigerConnect's users or the public as required or permitted by law.

#### 15. APPLE, INC. APP STORE

The terms of this EULA (the "**Terms**") apply to Subscriber's use of the Services, including iOS applications available via the Apple, Inc. ("**Apple**") App Store (the "**Application**"), but the following additional terms also apply to the Application:

- Both Subscriber and TigerConnect acknowledge that the Terms are concluded between Subscriber and TigerConnect only, and not with Apple, and that Apple is not responsible for the Application or the Services;
- The Application is licensed to Subscriber on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services;
- Subscriber will only use the Application in connection with an Apple device that is owned or controlled by Subscriber;
- Subscriber acknowledges and agrees that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- If the Application fails to conform to any applicable warranty, including those implied by law, Subscriber may notify Apple of such failure; upon notification, Apple's sole warranty obligation to Subscriber will be to refund to Subscriber the purchase price, if any, of the Application paid by Subscriber to Apple;
- Subscriber acknowledges and agrees that TigerConnect, and not Apple, is responsible for addressing any claims Subscriber or any third party may have in relation to the Application;
- Subscriber acknowledges and agrees that, if a third party claims that the Application or Subscriber's possession and use of the Application infringes that third party's intellectual property rights, TigerConnect, and not Apple, will be responsible for investigating, defending, settling and discharging any such infringement claim;
- Subscriber represents and warrants that he, she or it is not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that Subscriber is not listed on any U.S. Government list of prohibited or restricted parties;
- Both Subscriber and TigerConnect acknowledge and agree that, in using the Application, Subscriber will comply with any applicable third party terms of agreement that may affect or be affected by such use; and
- Both Subscriber and TigerConnect acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of the Terms, and that upon Subscriber's acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against Subscriber as the third party beneficiary hereof.

[End of EULA]