

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:

Closure Intelligence, 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:

Provide AI-enabled investigative analytics software that processes and summarizes vast quantities of digital evidence, including implementation and configuration, training, support services, and technical support related to integrations with other systems used by the COUNTY.

2.0 PAYMENT PROVISIONS:

2.01 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: \$ 200,000.00.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from June 1, 2026 to June 30, 2028, 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: Software Terms

Exhibit C: Modified Provisions

Exhibit D: Private Contractors Agreement and Security Addendum

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.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

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 coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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, and \$2,000,000 in the aggregate.

(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.)

Auto Liability Coverage: must include motor vehicles, including scheduled, 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 coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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Inc.-2026-2028

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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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 (5) 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 this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 **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.
- 10.02 **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.
- 10.03 **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.
- 10.04 **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.

- 10.05 **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.~~
- 10.06 **Format of Deliverables:** ~~For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.~~

11.0 **NON-DISCRIMINATION:**

- 11.01 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:**

- 13.01 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.

13.02 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.

13.03 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
Ryan McGuirk
Name
Chief District Attorney Investigator
Title
142 West Alisal Street, Suite A, Salinas, CA 93901
Address
831-755-5070
Phone

FOR CONTRACTOR
Aaron Zelinger
Name
Co-Founder & CEO
Title
169 Madison Avenue, Ste 15345, New York, BY 10016
Address
347-460-2454
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.
- 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.

17.01 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).

17.02 **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.

17.03 **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:	Chief Contracts & Procurement Officer
By:	Department Head (if applicable)
Date:	Approved as to Form Office of the County Counsel, ¹ Susan K. Blich, County Counsel
By:	County Counsel
Date:	Approved as to Fiscal Provisions ²
By:	Auditor/Controller
Date:	Reviewed as to Liability Provisions ³ Office of the County Counsel-Risk Management
By:	David Bolton, Risk Manager
Date:	

CONTRACTOR	
Closure Intelligence, Inc.	
Contractor/Business Name*	
By:	<small>Signed by:</small> <i>Aaron Zelinger</i> <small>100018FA441E43E...</small> (Signature of Chair, President, or Vice-President)
Aaron Zelinger CEO	
Name and Title	
Date: 6/8/2026 5:05 PM PDT	
By:	<small>Signed by:</small> <i>Alex Carter</i> <small>3B500403F38D745B...</small> (Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)
Alex Carter Head of Business Operations	
Name and Title	
Date: 6/8/2026 5:05 PM PDT	

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 (California Corporations Code §, 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 either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subs. (a) and (d)). 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 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.

1Approval by the office of the County Counsel is required.

2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

EXHIBIT A

**To Agreement by and between
District Attorney of Monterey COUNTY, hereinafter referred to as “COUNTY”
AND
Closure Intelligence, Inc., hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- a. Provide AI-enabled investigative analytics software that processes and summarizes vast quantities of digital evidence, including implementation and configuration, training, support services, and technical support related to integrations with other systems used by the COUNTY.
 - b. Services shall include the following allotments from July 1, 2026 - June 30, 2028:
 1. Twenty thousand (20,000) hours of audio and/or video processing
 2. Six million (6,000,000) pages of document processing
 3. Four million (4,000,000) images of linked media files
 - c. CONTRACTOR shall provide written notice to the COUNTY Order Contact (including via email) when COUNTY usage reaches:
 1. Fifty percent (50%) of any allotment, and again upon
 2. Eighty percent (80%) of any allotment, and again upon
 3. Full usage (100%) of any included allotment.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed \$200,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

- a. Software subscription services in the amount of \$195,000.00
- b. One-time implementation, configuration and training services in the amount of \$5,000.00.
- c. Submit complete and itemized invoices following COUNTY acceptance.
- d. COUNTY shall not be responsible for any overage charges incurred prior to receipt of the applicable usage notice(s).

- e. COUNTY may elect, through a mutually executed amendment to this Agreement, to purchase an increase to the service allotments for the applicable term, which shall add:
 - 1. Two thousand (2,000) additional hours of audio and/or video processing
 - 2. Six hundred thousand (600,000) additional pages of document processing
 - 3. Four hundred thousand (400,000) additional images processed
- f. Each Allotment Increase shall increase the then-current Price by \$10,000 for the applicable term, without proration. COUNTY may purchase multiple Allotment Increases.
- g. If COUNTY elects not to purchase an Allotment Increase and exceeds the included allotments, the following overage rates shall apply for the remainder of the applicable term:
 - 1. Two dollars and fifty cents (\$2.50) per additional hour of audio and/or video processing
 - 2. Two cents (\$0.02) per additional page of document processing
 - 3. Two cents (\$0.02) per additional image processed

Total compensation for the duration of this contract will not exceed \$200,000, which is for the duration of this contract and is not an annual amount.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement. For purposes of this Agreement, “acceptance” applies only to the one-time Implementation & Configuration Services and Training Services described in Section B.1. A deliverable for such services shall be deemed accepted unless COUNTY provides CONTRACTOR with written notice describing a specific material non-conformity with the agreed scope within fifteen (15) business days after delivery; CONTRACTOR shall have thirty (30) days to cure any such non-conformity, after which the deliverable shall be deemed accepted upon CONTRACTOR’s good-faith cure.

Closure Intelligence Platform subscription fees shall be invoiced and paid in advance at the start of each term as is customary for software-as-a-service offerings. CONTRACTOR’s ongoing provision of subscription access throughout each term constitutes the services for which the subscription fee is paid.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT B

Software Terms

To Agreement by and between the County of Monterey (“COUNTY”) and Closure Intelligence, Inc. (“CONTRACTOR”).

This Exhibit B sets forth the terms governing CONTRACTOR’s software-as-a-service offering, the parties’ allocation of risk with respect to AI-generated output and sensitive content, and the limitation of CONTRACTOR’s liability. To the extent any provision of this Exhibit B conflicts with any provision of the body of the Agreement or any other exhibit, this Exhibit B controls in accordance with Section 16.16 of the Agreement.

B.1 DEFINITIONS

Capitalized terms used in this Exhibit B and not otherwise defined in the Agreement have the meanings set forth below.

- (a) “CJIS” means the FBI Criminal Justice Information Services Division and, in context, the CJIS Security Policy issued by the U.S. Department of Justice.
- (b) “CJIS Data” means Customer Data that is subject to the requirements of the CJIS Security Policy.
- (c) “Customer Data” means any data or information that COUNTY (including its users) submits to or has processed through the Services, including data ingested from third-party sources at COUNTY’s direction.
- (d) “Documentation” means the then-current version of CONTRACTOR’s usage guidelines and standard technical documentation for the Services that CONTRACTOR makes generally available to its customers.
- (e) “Illegal Content” means any Customer Data that depicts, describes, or constitutes content that is unlawful to possess, generate, or distribute, including without limitation child sexual abuse material.
- (f) “Product Data” means information generated from the use of the Services that does not identify users, any other natural human persons, or COUNTY, such as technical logs, anonymized data, and learnings about usage of the Services.
- (g) “Services” means the Closure Intelligence Platform and other services identified in the Agreement and Exhibit A.
- (h) “Service Output” means any data, text, audio, video, images, classifications, transcripts, summaries, reports, predictions, recommendations, decisions, or other materials generated by the Services and made available to COUNTY.
- (i) “Third-Party Platform” means any third-party platform, database, add-on, service, or product not provided by CONTRACTOR that COUNTY elects to integrate or enable for use with the Services.

B.2 LICENSE; RESTRICTIONS ON USE

(a) License Grant. Subject to the Agreement (including timely payment of fees), CONTRACTOR grants COUNTY a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the term to access and use the Services solely for COUNTY’s internal law enforcement and prosecutorial purposes and in accordance with the Documentation.

(b) Restrictions. COUNTY shall not (and shall not permit any user or third party to): (i) provide access to the Services to any third party that is not an authorized user; (ii) use the Services on behalf of, or to provide products or services to, third parties; (iii) use the Services to develop a competing product or service; (iv) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs of the Services, except to the extent expressly required by Law (and then only with prior notice to CONTRACTOR); (v) modify or create derivative works of the Services or copy any element of the Services; (vi) remove or obscure any proprietary notices in the Services; (vii) publish benchmarks or performance information about the Services; (viii) interfere with the operation of the Services, circumvent any access restrictions, or conduct any security or vulnerability testing of the Services without CONTRACTOR's prior written consent; or (ix) submit to the Services any viruses or any unlawful, infringing, or injurious materials, except where the submission of such materials is necessary to a lawful, authorized investigation conducted by COUNTY.

(c) COUNTY Data Rights. As between the parties, COUNTY retains all right, title, and interest in and to Customer Data and Service Output, subject to the rights and licenses granted to CONTRACTOR in this Exhibit B and the Agreement. COUNTY grants CONTRACTOR a non-exclusive, worldwide, sublicensable right to process Customer Data only as reasonably necessary to: (i) provide the Services; (ii) derive Product Data; and (iii) comply with applicable Law.

(d) Product Data. CONTRACTOR may process Product Data for internal business purposes, such as to improve, support, develop, and maintain its current and future technology, products, and services, including to test and improve its models and algorithms.

B.3 SERVICE OUTPUT; AI DISCLAIMERS

(a) AS-IS. THE SERVICES AND ALL SERVICE OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." CONTRACTOR, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS, DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, TITLE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THAT COUNTY'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT CONTRACTOR WILL REVIEW CUSTOMER DATA OR SERVICE OUTPUT FOR ACCURACY, OR THAT IT WILL MAINTAIN CUSTOMER DATA OR SERVICE OUTPUT WITHOUT LOSS. The warranty in Section 5.01 of the Agreement applies only to CONTRACTOR's personnel performing the one-time Implementation & Configuration Services and Training Services described in Exhibit A, and does not apply to the Services or any Service Output.

(b) Output Review. COUNTY acknowledges and agrees that the Services use artificial-intelligence and machine-learning techniques and that Service Output may contain errors, inaccuracies, omissions, hallucinations, or other defects arising from input quality, model limitations, or the underlying technology, and may include third-party content. COUNTY is solely responsible for reviewing all Service Output before relying on, distributing, disclosing, or taking any action based on it, and for all decisions, actions, omissions, and consequences resulting from COUNTY's or its users' use of the Services or any Service Output.

(c) Legal Compliance; Chain of Custody. COUNTY bears sole responsibility for ensuring that its use, retention, disclosure, distribution, admission into evidence, and destruction of Customer Data and Service Output complies with all applicable Laws, including without limitation all chain-of-custody requirements, evidentiary standards, data retention and destruction obligations, privacy and civil-liberties protections, and any applicable reporting or notification requirements. The Services are an investigative analytics tool; they are not a system of record and do not themselves

authenticate, verify, or establish the evidentiary foundation of any Customer Data or Service Output.

(d) No Legal Advice. CONTRACTOR is not a law firm, does not provide legal services or advice, and no attorney-client relationship is created by this Agreement or by COUNTY's use of the Services. No Service Output constitutes legal advice or a legal conclusion.

B.4 ILLEGAL CONTENT; CJIS

(a) Illegal Content. CONTRACTOR recognizes that COUNTY is a law enforcement and prosecutorial agency and that COUNTY may, in its official capacity, use the Services in connection with investigations and prosecutions involving Illegal Content. With respect to any Customer Data that is or includes Illegal Content: (i) COUNTY (and not CONTRACTOR) is the exclusive owner, controller, and sole possessor of such Illegal Content; (ii) to the extent that CONTRACTOR receives, transmits, stores, hosts, or processes any Illegal Content from or for COUNTY, CONTRACTOR is acting exclusively at the direction of COUNTY and as COUNTY's technology service provider; and (iii) as between the parties, COUNTY is solely responsible for, and CONTRACTOR shall have no liability with respect to, all requirements under Law related to or arising from the use, possession, storage, transmission, or other processing of such Illegal Content, including without limitation all reporting, notification, retention, destruction, and disclosure obligations.

(b) CJIS. As between the parties, COUNTY is the CJIS-accountable party with respect to all CJIS Data submitted to or processed by the Services. COUNTY shall: (i) use training, policies, and procedures to ensure that its users employ proper handling, processing, storage, and communication protocols for Customer Data; (ii) monitor and audit user activity to ensure that the Services are used only within authorized law-enforcement and prosecutorial purposes; (iii) provide access to the Services solely through COUNTY-managed role-based access controls and applied sharing rules configured by COUNTY; (iv) create and retain activity transaction logs sufficient to enable auditing; (v) perform background screening of its users at COUNTY's own expense; and (vi) require each user to access the Services using a single COUNTY-domain email address per user, unless CONTRACTOR otherwise consents in writing.

(c) CONTRACTOR Cooperation. CONTRACTOR will maintain reasonable administrative, physical, and technical safeguards designed to protect Customer Data and will reasonably cooperate with COUNTY in connection with COUNTY's CJIS compliance obligations, subject to a separately executed CJIS Security Addendum or similar instrument if and to the extent required by the CJIS Security Policy.

B.5 THIRD-PARTY PLATFORMS

Use of any Third-Party Platforms integrated into or used in connection with the Services is subject to COUNTY's agreement with the relevant provider. CONTRACTOR disclaims all liability for Third-Party Platforms and their respective providers. By enabling a Third-Party Platform to interact with the Services, COUNTY authorizes CONTRACTOR to access and exchange Customer Data with such Third-Party Platform on COUNTY's behalf. CONTRACTOR may terminate the provision of, or any integration with, any Third-Party Platform if CONTRACTOR's rights to such Third-Party Platform change, and shall use commercially reasonable efforts to provide COUNTY with advance notice of any such termination.

B.6 LIMITATION OF LIABILITY

(a) Excluded Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY (NOR ITS AFFILIATES, SUPPLIERS, LICENSORS, EMPLOYEES, OFFICERS, OR AGENTS) WILL BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION

WITH THIS AGREEMENT FOR ANY: (i) INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; (ii) LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF USE, FAILURE OF SECURITY MECHANISMS, OR INTERRUPTION OF BUSINESS; OR (iii) THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, IN EACH CASE EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Aggregate Cap. EXCEPT WITH RESPECT TO THE CARVE-OUTS IN SECTION B.6(c), EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY COUNTY TO CONTRACTOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(c) Carve-Outs. The limitation in Section B.6(b) does not apply to: (i) CONTRACTOR'S indemnification obligations under Section 8.0 of the Agreement; (ii) damages caused by a party's gross negligence or willful misconduct; (iii) a party's breach of its confidentiality obligations under Section 10.01 of the Agreement that results in unauthorized disclosure of the other party's confidential information; or (iv) COUNTY'S payment obligations.

(d) Essential Purpose. The waivers and limitations in this Section B.6 apply regardless of the form of action and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

(e) Allocation of Risk. The parties acknowledge that the limitations and exclusions in this Section B.6 reflect a deliberate allocation of risk between sophisticated parties, that the fees charged by CONTRACTOR for the Services reflect this allocation, and that without these limitations and exclusions CONTRACTOR would not enter into this Agreement on the same economic terms.

B.7 SUSPENSION OF SERVICES

CONTRACTOR may immediately suspend COUNTY'S access to all or part of the Services if: (a) COUNTY materially breaches the Agreement; (b) CONTRACTOR'S provision of the Services is prohibited or materially adversely affected by Laws or changes to Laws; (c) COUNTY'S actions reasonably risk harm to other CONTRACTOR customers or the security, availability, or integrity of the Services; (d) CONTRACTOR reasonably determines there is a credible threat of attack on the Services originating from COUNTY'S users or systems; or (e) any vendor suspends or terminates CONTRACTOR'S access to products or services required to provide the Services. CONTRACTOR shall give COUNTY prompt notice of any suspension and shall restore access as soon as the underlying cause is resolved. Suspension shall not relieve COUNTY of its payment obligations except to the extent the cause is solely attributable to CONTRACTOR.

B.8 INTERPRETATION

This Exhibit B is incorporated into and forms a part of the Agreement. Capitalized terms not defined in this Exhibit B have the meanings given in the Agreement. Section B.6 (Limitation of Liability), Section B.3 (Service Output; AI Disclaimers), Section B.4 (Illegal Content; CJIS), and Section B.2(b) (Restrictions) shall survive any expiration or termination of the Agreement.

EXHIBIT C

**To Agreement by and between
District Attorney of Monterey COUNTY, hereinafter referred to as “COUNTY”
AND
Closure Intelligence, Inc., hereinafter referred to as “CONTRACTOR”**

**Modified Provisions
to
Standard Agreement**

7.0 TERMINATION

- 7.01** In the event of such termination, CONTRACTOR shall be paid, and County shall pay, all fees payable under this Agreement and Exhibit A for the entire term in which the effective date of termination falls (including the full subscription fee for such term), and no refund or pro-ration of fees shall be made for any unused portion of such term. Fees for one-time implementation, configuration, and training services that have been delivered or are in progress as of the effective date of termination shall be payable in full.
- 7.02** Termination for Cause. Either party may terminate this Agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has ten (10) business days after receipt of notice to respond and a total of thirty (30) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action. If the responding party fails to cure the breach within such cure period — or, for a breach not reasonably curable within thirty (30) days, fails to commence cure within thirty (30) days and diligently pursue cure to completion — the terminating party may immediately terminate this Agreement without further action.
- 7.03** Termination Based on Lack of Funding. COUNTY may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or county funds by providing written notice to CONTRACTOR as soon as reasonably possible after COUNTY learns of unavailability of outside funding. Fees already paid by County as of the effective date of termination shall not be subject to refund or pro-ration.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify and hold harmless the County, its officers, agents, and employees, from and against third-party claims, liabilities, and losses to the extent caused by the negligent acts or omissions of CONTRACTOR, its officers,

employees, or agents in the performance of this Agreement. CONTRACTOR's duty to defend shall arise only upon a final determination of liability or by mutual agreement, and in no event shall include the obligation to pay for legal fees or costs exceeding CONTRACTOR's proportionate percentage of fault. This indemnity shall not apply to the extent such claims, liabilities, or losses arise from the negligence, active negligence, or willful misconduct of the County or its agents.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING SECTION B.6 OF EXHIBIT B, IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION EXCEED THREE (3) TIMES THE TOTAL FEES PAID OR PAYABLE BY COUNTY TO CONTRACTOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 Confidentiality: County shall maintain in confidence and not disclose to any third party any non-public technical, performance, security, pricing, or business information of CONTRACTOR disclosed to or learned by County in connection with this Agreement ("CONTRACTOR Confidential Information"), and shall use such information only for purposes of exercising its rights or performing its obligations under this Agreement. The foregoing obligation does not apply to information that is or becomes generally known to the public through no fault of County, was rightfully known to County prior to disclosure, is rightfully received from a third party without confidentiality obligation, or is independently developed by County without use of CONTRACTOR Confidential Information. The parties acknowledge that County may be subject to the California Public Records Act and similar transparency laws; if County receives a request that would require disclosure of CONTRACTOR Confidential Information, County shall promptly notify CONTRACTOR and reasonably cooperate (at CONTRACTOR's expense) in any effort by CONTRACTOR to seek confidential treatment or a protective order, to the extent permitted by Law.

10.04 Access to and Audit of Records: No more than once per calendar year, upon at least thirty (30) business days' prior written notice and during CONTRACTOR's normal business hours, the County shall have the right (directly or through an independent auditor that is not a competitor of CONTRACTOR and that is bound by reasonable confidentiality obligations) to examine and audit CONTRACTOR's books and records solely to the extent reasonably necessary to verify (a) invoices and amounts billed to County under this Agreement and (b) CONTRACTOR's compliance with its performance obligations specifically set forth in this Agreement. The County's audit right shall not extend to CONTRACTOR's source code, internal financial statements, personnel records, data of other customers, or any other information not reasonably

necessary to verify the foregoing items, and shall be subject in all cases to applicable confidentiality, privacy, security, and trade-secret protections. CONTRACTOR shall not be required to produce records in any form other than the form in which CONTRACTOR maintains them in the ordinary course of business.

10.05 Royalties and Inventions: As between the parties: (a) CONTRACTOR and its licensors retain all right, title, and interest in and to the Services, the CONTRACTOR platform, all software, models, algorithms, templates, dashboards, Documentation, technology, know-how, methodologies, and Product Data (as defined in Exhibit B), and all modifications, enhancements, derivatives, and improvements of any of the foregoing, whether made by or on behalf of CONTRACTOR before, during, or after the term of this Agreement; and (b) County retains all right, title, and interest in and to Customer Data and Service Output, subject to the rights and licenses granted to CONTRACTOR under this Agreement and Exhibit B. The parties acknowledge that the Services are existing, commercially available software offered to multiple customers and are not specially commissioned works, works made for hire, or deliverables produced under this Agreement, and that nothing in this Agreement transfers or shall be construed to transfer any ownership interest in the Services or any CONTRACTOR intellectual property to County. CONTRACTOR grants County a limited, non-exclusive, non-transferable, non-sublicensable, revocable (in accordance with this Agreement) right to access and use the Services during the term of this Agreement, solely for County's internal use and in accordance with the Documentation and Exhibit B. If County provides CONTRACTOR with feedback, suggestions, or ideas regarding the Services, CONTRACTOR may use such feedback for any purpose without restriction or obligation.

10.06 Format of Deliverables: For this section, "Deliverables" shall mean discrete electronic documents (e.g., Adobe Acrobat PDF or Microsoft Office files) that CONTRACTOR specifically creates and delivers to County in connection with the implementation and configuration services described in Exhibit A. Deliverables do not include the Services, Service Output, Documentation, web pages, dashboards, or other components of CONTRACTOR's platform. CONTRACTOR shall use commercially reasonable efforts to produce Deliverables in formats that substantially conform with the Web Content Accessibility Guidelines ("WCAG") 2.1 Level AA. If County identifies a material non-conformity with WCAG 2.1 Level AA in a Deliverable and provides CONTRACTOR with written notice and reasonable detail, CONTRACTOR shall, as County's sole and exclusive remedy, use commercially reasonable efforts to remediate the non-conformity within a reasonable time at no additional charge to County.

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 only those specific provisions of such

grant or funding contract that (a) are mandatorily flowed down to subgrantees as a matter of applicable Law, (b) have been delivered by County to CONTRACTOR in writing prior to execution of this Agreement (or, if subsequently imposed, delivered with at least thirty (30) days' prior written notice), and (c) are reasonably applicable to CONTRACTOR's role under this Agreement. No grant or funding terms shall be deemed incorporated into this Agreement by reference. If County subsequently delivers flow-down terms that are materially burdensome or materially inconsistent with this Agreement, CONTRACTOR may, within thirty (30) days of receipt, either accept the additional terms or terminate the affected portion of this Agreement without penalty, and any fees prepaid for periods after the effective date of such termination shall be refunded to County on a pro rata basis. Upon request, County will deliver to CONTRACTOR the applicable flow-down provisions at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 The parties acknowledge that CONTRACTOR is not a "covered entity" or "business associate" as those terms are defined under HIPAA, and that the Services as currently scoped under this Agreement are not designed for the processing of protected health information ("PHI"). County shall not submit PHI to the Services, and CONTRACTOR has no obligation under HIPAA with respect to this Agreement, unless and until the parties execute a separately negotiated business associate agreement.

16.0 MISCELLANEOUS PROVISIONS:

16.05 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute, provided County continues to pay all undisputed fees in accordance with this Agreement.

16.06 Assignment and Subcontracting: Notwithstanding the foregoing, CONTRACTOR may, without County's consent, assign this Agreement (in whole and not in part) to a successor in connection with a merger, reorganization, acquisition, change of control, or sale of all or substantially all of CONTRACTOR's business or assets to which this Agreement relates, provided that (a) the assignee assumes in writing all of CONTRACTOR's obligations under this Agreement, (b) CONTRACTOR gives County prompt written notice of such assignment, and (c) the assignee is not, at the time of assignment, debarred or suspended from contracting with U.S. federal, state, or local governmental entities. CONTRACTOR may also use subcontractors in the ordinary course of providing the Services (including for hosting, infrastructure, customer support, and similar back-end functions), provided CONTRACTOR remains responsible for the performance and acts and omissions of its subcontractors.

16.16 Interpretation of Conflicting Provisions: The provisions of Exhibit B (SaaS, AI Output and Limitation of Liability Terms) shall prevail and control over any

conflicting or inconsistent provision of the body of this Agreement or any other exhibit with respect to the matters specifically addressed in Exhibit B, including without limitation: limitations and exclusions of liability, intellectual property ownership and licensing, restrictions on use, AI/Service Output disclaimers and warranties, and Illegal Content and CJIS responsibility allocation.



STATE OF CALIFORNIA
HDC 0004B
(Orig. 11/2005; Rev. 03/2010)

**CLETS PRIVATE CONTRACTOR
MANAGEMENT CONTROL AGREEMENT**

Print Form

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

Monterey County District Attorney

CA027013A

(Public law enforcement/criminal justice agency)

(ORI)

to Closure Intelligence, Incorporated

(Private Contractor)

to perform Vendor - Software Support services on its behalf.

(Type of service)

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.



CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signed by:

Jeannine M. Pacioni

EDE2C04212F34E1
Signature (CLETS Subscribing Agency Head)

Jeannine M. Pacioni, Monterey County District Attorney
Print Name and Title

6/8/2026 | 4:33 PM PDT

Date


Signature (Private Contractor Agency Head)

Aaron Zelinger, Co-founder & CEO
Print Name and Title

2026.06.08

Date



**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

PRINT

RESET

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.


I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Aaron Zelinger 

Printed Name/Signature of Contractor Employee

2026.06.08

Date

Aaron Zelinger 

Printed Name/Signature of Contractor Representative

2026.06.08

Date

Closure Intelligence, CEO

Organization and Title of Contractor Representative