

## STANDARD CONTRACT ADDENDUM

The following terms are added to and form a part of the Software Service Agreement between Cochise County ("County") and Cogniac Corporation ("Contractor"):

1. **NON-DISCRIMINATION:** The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
2. **CONFLICT OF INTEREST:** This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
3. **INSPECTION AND AUDIT:** The Contractor agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of this contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.
4. **ARBITRATION:** The parties agree that any dispute arising under this Contract involving the sum of \$50,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator(s) shall be final.
5. **INDEMNIFICATION AND HOLD-HARMLESS CLAUSES:** Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable court-awarded attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
6. **PUBLIC RECORDS LAWS:** Notwithstanding any confidentiality provisions in this Contract to the contrary, disclosure of any documents or records are subject to the public records provisions of Arizona law, A.R.S. § 39-121 et. seq.
7. **JURISDICTION AND LAW:** Notwithstanding any provision in this Contract to the contrary, the Contract shall be governed by Arizona law and jurisdiction shall be in Arizona courts with venue in Cochise County, Arizona.

8. **BOYCOTT OF ISRAEL:** In accordance with ARS § 35-393.01, Contractor certifies that the Contractor is currently not engaged in, and for the duration of this Agreement agrees not to engage in, a boycott of Israel.

Cogniac Corporation



By: William Kish, CEO

8-1-2018

Date

Cochise County

Peggy Judd, Chair

Date