

Versaterm Public Safety Inc. & The County of San Mateo
Support Agreement # _____

vCAD AND vMDT SUPPORT AGREEMENT

This vCAD and vMDT Support Agreement (“Support Agreement”) is entered into this 31st day of May, 2024 (“Effective Date”), by and between the County of San Mateo, a political subdivision of the State of California, having its office located at 501 Winslow Street, Suite PSC100, Redwood City, CA 94063 (“Customer”), and Versaterm Public Safety Inc., a British Columbia corporation, having its office located at 400-1331 Clyde Avenue, Ottawa, Ontario (“Versaterm”), collectively the “Parties” and individually a “Party”.

WHEREAS the Customer and Versaterm Inc. entered into an agreement numbered #076262 and dated November 6, 2018, as amended by Amendment 1 dated March 24, 2020 and Amendment 2 dated November 17, 2020 for the purchase of the Versaterm vCAD and vMDT Computer System and related services for the County of San Mateo’s Office of Public Safety Communications (“vCAD and vMDT Agreement”); and

WHEREAS the Customer wishes to have Versaterm continue support and maintenance of the Computer System under this new Support Agreement, and Versaterm has represented that it has the capability and is willing to continue support and maintenance of the Computer System;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Customer and Versaterm agree as follows:

1 Previous Support Agreement

The Application Software Support Agreement (Exhibit E) of the vCAD and vMDT Agreement is hereby terminated in its entirety, effective July 1, 2024.

2 Previous License Agreement

- 2.1 The Application Software License Agreement (Exhibit D) of the vCAD and vMDT Agreement is hereby terminated in its entirety, effective July 1, 2024.
- 2.2 The new Application Software License Agreement, attached hereto as “Attachment 1”, shall govern Customer’s use of the licensed program materials granted therein.
- 2.3 The Parties may agree to the purchase of additional licenses and interfaces via a quote and purchase order (“Additional Products”). The Additional Products shall be governed by the terms of the new Application Software License Agreement and this Support Agreement.

3 Definitions

- 3.1 “Application Software License Agreement” means the Application Software License Agreement between Versaterm and the Customer concerning the license of the Product, attached hereto as Attachment 1.
- 3.2 “Critical Priority Error” means complete system failure where the Product is not available for use.

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- 3.3 “High Priority Error” means a serious problem that materially affects the operational use of the Product.
- 3.4 “License” means the license in respect of the Product granted by Versaterm pursuant to the Application Software License Agreement.
- 3.5 “Product” means the computer programs and documentation provided by Versaterm and which the Customer is authorized under the Application Software License Agreement to use in the course of their normal operations, including Product Update(s) and Product Upgrade(s) used by the Customer.
- 3.6 “Product Update” means a change or new release of the Product then in use by the Customer designed to correct Problem(s).
- 3.7 “Product Upgrade” means a change or new release of the Product then in use by the Customer containing new functions, features and enhancements that have become part of the standard system and which are made available to Versaterm customers who have a current support agreement in place for such Products.
- 3.8 “Problem” means defective Product distribution media and/or failure of the Product to function substantially in accordance with the documentation but does not include compatibility problems on hardware components and other systems software components or new releases that Versaterm has not supplied and/or has not pronounced “acceptable” or “supported”.
- 3.9 “Support” means services which are provided by Versaterm to the Customer, as described herein, regarding Problem(s) encountered with standard, unmodified Product, and with Versaterm’s modifications to or interfaces with the Products, and which are necessary to:
- i. resolve Problems and provide temporary “work around” solutions, if necessary;
 - ii. assist with data manipulation, duplication or restoration where data has been affected by defects under paragraph (i) immediately above but not by hardware defects or operator error or misuse of any of the software or hardware;
 - iii. periodically review all Products to identify and resolve Problems on a preventative basis; and
 - iv. provide, in a timely manner, all Product Updates and Product Upgrades.
- 3.10 “Support Authority” means the Customer’s designated employee (or employees) authorized to approve additional, separately billable time & materials support work, beyond that included within this Support Agreement.
- 3.11 “Support Contact” means Customer’s designated employee, a consultant providing services directly to the Customer or another designated Customer representative with whom Versaterm will communicate when providing Support. The Support Contact must be knowledgeable about how the Product is being used and the language in which it is written and be competent to do system administration of the operating system under which it is being used.
- 3.12 “Support Period” has the meaning set forth in Section 6.

Other terms are defined in the Sections in which they are used.

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4 Versaterm Support Obligations

- 4.1 **Product Support.** During the Support Period, Versaterm may make Support available through newsletter(s), access to Versaterm's website, and direct contact with the Customer. Such Support may consist of the periodic review of current outstanding questions and usage issues, new and upcoming releases of Product Update(s) and Product Upgrade(s) and the periodic review of potential environment changes that could impact the use of the Product.
- 4.2 **Regular Telephone Support.** During the Support Period, Versaterm will make Support available by telephone to the Support Contact at substantially all times from 7:30 a.m. (Eastern time) until 5:30 p.m. (Customer local time) each day except Saturdays, Sundays, and legal holidays in the jurisdiction of the Customer. To the extent possible by telephone, email and remote communication, Versaterm will attempt to identify and provide a workaround for the Problem and will use reasonable efforts to provide a final solution for the Problem, if that applies. Versaterm will normally respond to a telephone request for High Priority Error or Critical Priority Error Support within thirty (30) minutes of receipt of the call.
- 4.3 **7x24 Emergency Telephone Support.** Versaterm will provide 7x24 Telephone Support that extends Support for problems identified as High Priority Error and Critical Priority Error to include all hours not already provided for within Regular Telephone Support.
- 4.4 7x24 Telephone Support allows the Customer's internal support staff that are technically capable and who first troubleshoot the problem, to authorize Versaterm to provide 7x24 Telephone Support.
- 4.5 **On-Site Emergency Support.** During the Support Period, in the extreme event of a complete system failure (Critical Priority Error) and a determination that telephone and/or remote support cannot identify the Problem or provide a workaround, then a Versaterm representative will be dispatched to the Customer's site within a reasonable period of time. Such period of time will depend, among other things, upon the proximity of the Customer and the availability of transport. The Customer shall reimburse Versaterm for reasonable travel and living expenses incurred as a result of any such declared Emergency site visit, with all reimbursements being subject to the Customer's reimbursement policy attached as Schedule A.
- 4.6 **Termination of Corrective Action.** Versaterm may, but need not, terminate its corrective efforts under this Section 2 at any time if, in its business judgment:
- a. the Customer fails to perform its obligations under this Support Agreement; or
 - b. the Customer is not using the then current unmodified version of the Product or other versions of the Product then supported by Versaterm; or
 - c. Versaterm and/or the Customer is not able to reproduce the Problem in the applicable operating environment and verify that the Problem is in fact in the Product and not elsewhere; or
 - d. the Problem is not material; or

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- e. further corrective efforts are not appropriate because the Problem has been identified and is caused by an external factor (e.g. bug in system software such as database management system, MS Windows, etc.) not within Versaterm's control; or
 - f. Versaterm has declared the problem as probably being caused by something external to the supplied software, such as aberrations within the client's network (LAN and/or WAN and/or related network equipment). Versaterm will terminate work on this problem unless the Customer authorizes further diagnosis effort that may be billable separately under this Support Agreement when and if the suspected external problem source is confirmed. If confirmed as being caused by an external source, then such work will be billed on a time and materials basis at the then prevailing hourly rates for support (whether within or outside normal support hours) and can be authorized by e-mail by the designated Support Authority or other as designated in writing to Versaterm as having that authority.
- 4.7 During the Support Period, Versaterm will offer copies of Product Update(s) and/or Product Upgrade(s), if any, to the Customer at no additional charge.
- 4.8 Product Update(s) and Product Upgrade(s) are provided subject to and in accordance with the license rights, restrictions, terms, covenants, conditions, warranties, limitations, exclusions and other provisions set forth in the Application Software License Agreement.
- 4.9 **Third Party Software Support.** For the third-party software that Versaterm collects support for, Versaterm agrees to remit, on behalf of the Customer, the appropriate amounts to the Third Party, thereby ensuring the corresponding third-party support agreement does not lapse. Versaterm also agrees to provide first line support for those third-party software products that Versaterm has supplied and collects support amounts on. During the Support Period, Versaterm will ensure that the Product is available on a supported version of the operating system, database management system and programming language. That is, if a supplier of the aforementioned third-party software discontinues the version currently in production use by the Customer, Versaterm will make available a version of the Product, with equivalent functionality. In the event that the Customer upgrades the operating system, Versaterm shall provide necessary assistance, which may be at additional cost, for the migration to the upgraded operating system.
- 4.10 **Open Source Software Components Support.** For the open-source software components provided by Versaterm, Versaterm will provide first line support for those open-source software components. During the Support Period, Versaterm will ensure that the Product functions on the open-source software components and if the supplier of the aforementioned open-source software components discontinues the version currently in production use by the Customer, Versaterm will make available a version of the Product with equivalent functionality.
- 4.11 **Integration Support.** Versaterm is responsible for maintaining compliance with all state and federal requirements and data standards related to the integrations that are implemented as part of the Agreement using the regular Product Update schedule. If a change is requested outside of the normal cycle, additional costs may apply. Versaterm is responsible for supporting the integrations that are licensed from Versaterm. If external factors necessitate a change to an integration, additional costs may apply.

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- 4.12 **Server Migration.** Versaterm will typically provide all professional services relating to the migration of the System in a virtualized environment at no additional charge, assuming an environment similar to that proposed by Versaterm or an environment certified as a Versaterm standard. If changes are required to the virtual server Host Name or IP Address as part of a server migration, then additional charges may apply to reconfigure and test all of the supported interfaces.
- 4.13 **Database Support.** Versaterm shall support the database (e.g. Informix), if supplied by Versaterm, in the production, development and disaster recovery environments, if applicable. Such support shall include installation, configuration, tuning, space management, monitoring, and opening and managing support tickets with the applicable Third Party Software vendor, as applicable.
- 4.14 Versaterm reserves the right to alter its support policies and procedures in future years to adapt to changes in technologies and circumstances. Versaterm will provide notice of any change in support policies and procedures at least 6 months before the renewal of any support period.

5 Customer Support Obligations

- 5.1 By notice to Versaterm, the Customer shall designate Support Contact(s) to provide routine end user support for the Customer personnel concerning the Product. The Support Contact(s) will be adequately trained to fulfill the duties identified.
- 5.2 By notice to Versaterm, the Customer is obligated to identify the Support Authority. The Customer may designate substitutes for such individual from time to time by notice to Versaterm.
- 5.3 The Customer is responsible to have staff, trained in accordance with Versaterm's training material, on-site to assist Versaterm's remote staff to diagnose and correct or circumvent reported software problems; Versaterm's support staff shall request and guide the Customer's staff to execute physical tasks and actions on-site in support of Versaterm's remote diagnostic and corrective or circumventive activities.
- 5.4 The Customer shall take appropriate steps to educate its end users about the appropriate process for reporting problems, including the need to contact internal support rather than Versaterm.
- 5.5 As a matter of policy, Versaterm will ordinarily still attempt to respond promptly and courteously to Support requests from any end user, but it shall always have the right to require the caller to work through the designated Support Contact(s) instead of directly with Versaterm.
- 5.6 Customer agrees:
- a. to limit use of Support to occasions when the Product fails to function as described in the documentation or the Customer requires clarification of the documentation,
 - b. to furnish descriptions of Problem(s) in the form reasonably requested by Versaterm's Support representatives,

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- c. to reproduce the Problem and/or assist Versaterm's efforts to reproduce the Problem in the applicable operating environment,
- d. to create adequate backups of any Versaterm software and/or documentation, and Customer data.
- e. to provide remote access to the Customer's server environment, with appropriate "access rights", to enable Versaterm's Support representatives to remotely analyze and diagnose reported Problem(s); and
- f. to ensure Product Updates are installed in the production environment in a timely manner. Versaterm reserves the right to charge a per call fee at its then prevailing rate to Customer for Regular and 7x24 Support calls in regards to an issue where Customer has been supplied with a Product Update but has not implemented said Product Update due to internal procedural requirements or processes. Customer's Support Contact will be informed in advance of any charge.
- g. to install any Product Upgrade at its own expense. Unless paid for in the Support Fee, Versaterm will, *at the request and expense of the Customer*, install any such Product Update or Product Upgrade in which event the Customer shall pay Versaterm its then prevailing per diem rates plus travel and living expenses.

6 Support Period

- 6.1 The initial Support Period will commence on July 1, 2024 and continue for a period of one year. The Support Period will end automatically upon termination of the License, if that event occurs.
- 6.2 Within or after the sixty (60) day period prior to the expiration of the Support Period, Versaterm, or its designated reseller, may send the Customer an invoice for a renewal support fee ("Support Fee"). The sending of any such invoice will constitute an irrevocable offer to extend the Support Period for the period and fees set forth in the invoice, which may be accepted by the Customer in its sole discretion as hereinafter set forth.
- 6.3 The Customer's payment of a Support Fee in response to an invoice by its due date, that is, by the (i) the expiration date of the Support Period, or (ii) thirty (30) days after the date of Versaterm's invoice, whichever is later, will extend the Support Period for:
 - a. one year from its previous expiration date, or
 - b. if the invoice specifies that the invoice is for a prorated Support Fee to cover an interim period (e.g., to adjust subsequent expirations dates of the Support Period), then until the new expiration date indicated in the invoice.
 - c. Notwithstanding the foregoing, the Support Period shall not be extended for more than two (2) periods without the written consent of the Customer.
- 6.4 The Customer's failure to pay a Support Fee, in response to an invoice from Versaterm, shall constitute the Customer's election to allow the Support Period to expire without further notice from Versaterm.

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- 6.5 If the Support Period is allowed to expire, Versaterm may condition any subsequent reinstatement of the Support Period on payment by the Customer of an additional fee set by Versaterm in its sole discretion but not to exceed Versaterm's then-current license fee for the Product. Such reinstatement will be effective as of its date and will not be retroactive.

7 Support Fee and Payment Terms

- 7.1 The annual Support Fee increase over the previous year's Support Fee is capped to the Support Fee paid for the previous year plus 7%. Notwithstanding the foregoing, the Support Fee for the initial Support Period shall be \$364,262.01. Payment is due prior to the commencement of the Support Period.
- 7.2 In addition to all other amounts required by this Support Agreement, the Customer shall pay or reimburse Versaterm for all federal, state, provincial and local sales, excise, use or similar taxes based on payments to be made hereunder. The Customer will not be required to pay or reimburse Versaterm for taxes based upon the net worth, capital, net income, or franchise of Versaterm, nor taxes imposed upon Versaterm solely by reason of Versaterm's doing business in or being incorporated in the jurisdiction imposing such taxes.
- 7.3 Any payment required hereunder that is made late (including unpaid portions of incomplete payments) will bear interest, compounded monthly, from the date due until the date paid, at the lesser of ten percent (10%) per annum or the highest interest rate permitted to be charged of the Customer by applicable law.
- a. Any payment received more than ten (10) days after becoming due will be deemed late for purposes of this Support Agreement.
 - b. Any interest charged or paid in excess of the maximum rate permitted by applicable law will be deemed the result of mistake and will be credited or refunded to the Customer, together with interest as set forth above from the date charged until the date credited or refunded.
 - c. The Customer shall reimburse Versaterm for all costs reasonably incurred in collecting late payments.

8 Disclaimer of All Other Warranties and Representations

The express warranties and representations set forth in this Support Agreement or otherwise agreed to in writing by Versaterm and the Customer in connection with the provision of support are in lieu of, and VERSATERM DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE PRODUCT AND SUPPORT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT VERSATERM KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, VERSATERM EXPRESSLY DISCLAIMS ANY

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WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN CUSTOMER WITH RESPECT TO THE PRODUCT OR SUPPORT OR ANY PART THEREOF.

9 Exclusion of Incidental and Consequential Damages

Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Support Agreement, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, VERSATERM WILL NOT BE LIABLE TO THE CUSTOMER (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE CUSTOMER'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND - INCLUDING LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR OTHER ECONOMIC DAMAGE, AND FURTHER INCLUDING INJURY TO PROPERTY OR PERSONS - AS A RESULT OF BREACH OF ANY WARRANTY OR OTHER TERM OF THIS SUPPORT AGREEMENT, REGARDLESS IF VERSATERM WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF

10 Maximum Aggregate Liability

Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Support Agreement, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, IN NO EVENT SHALL VERSATERM'S AGGREGATE LIABILITY TO CUSTOMER (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY CUSTOMER), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM, OR RELATED TO, THE SUBJECT MATTER OF THIS SUPPORT AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE MOST RECENT SUPPORT FEE PAID BY THE CUSTOMER TO VERSATERM.

11 Confidentiality

- 11.1 Versaterm shall hold all data received from the Customer confidential and shall use all reasonable efforts to prevent disclosure thereof and to protect the data from use for any purpose other than for the benefit of the Customer.
- 11.2 The obligation of confidentiality shall not apply to the data, information or materials or portions thereof furnished to Versaterm or its representatives which: (i) are generally available to the public other than as a result of disclosure by Versaterm or its representatives; (ii) become available to Versaterm on a non-confidential basis from a source other than the Customer which source is not prohibited from disclosing such information by a legal, contractual or fiduciary duty to the Customer; (iii) is independently developed by Versaterm without the use of the Customer's information; (iv) is information received by Versaterm which is approved in writing by the Customer for release or disclosure; or (v) is legally required to be disclosed by Versaterm in whole or in part provided that Versaterm gives prompt notice of such requirement to the Customer so that the Customer may seek a protective order or other appropriate remedy and provided that if such protective order or other remedy is not obtained prior to the time disclosure is legally required, Versaterm or its representatives will disclose, unless otherwise required, only that portion of the confidential data which Versaterm or its representatives are advised by opinion of counsel is legally required to be disclosed.

12 Indemnity

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- 12.1 Versaterm agrees to indemnify, defend, and hold harmless the Customer, its officers, directors, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or in connection with any third-party claims or actions resulting from Versaterm's negligent acts or omissions in the performance of its obligations under this Agreement.
- 12.2 This indemnification obligation shall not apply to the extent that such claims, liabilities, damages, losses, costs, or expenses arise out of or result from:
 - 12.2.1 The Indemnified Parties' own negligence or willful misconduct.
 - 12.2.2 The Indemnified Parties' failure to comply with any applicable laws or regulations.
- 12.3 In the event of a claim for which the Indemnified Parties seek indemnification under this provision, the Indemnified Parties shall:
 - 12.3.1 Promptly notify Versaterm in writing of the claim.
 - 12.3.2 Allow Versaterm to control the defense and settlement of the claim, provided that Versaterm shall not settle any claim in a manner that admits fault or liability on the part of the Indemnified Parties without their prior written consent.
 - 12.3.3 Cooperate with Versaterm in the defense and settlement of the claim, at Versaterm's expense.
- 12.4 The duty of Versaterm to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

13 Insurance

- 13.1 Versaterm shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Versaterm and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Versaterm's operations under this Agreement, whether such operations be by Versaterm, any subcontractor, anyone directly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:
 - 13.1.1 Comprehensive General Liability..... \$1,000,000
- 13.2 Customer and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to Customer and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the Customer or its officers, agents employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.
- 13.3 In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, Customer, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

14 Notice

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- 14.1 Every notice required or contemplated by this Support Agreement to be given by either party shall be in writing and delivered to the party for whom it is intended, at the address specified in this Support Agreement. Either party may change its address for notice by giving notice to the other party of the change.

15 General

- 15.1 This Support Agreement shall be binding upon the successors and assigns of both parties, provided, however, that no assignment, delegation or other transfer (except to a third party acquiring all or substantially all of Versaterm's assets or by merger of Versaterm with a third party) shall be made by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld.
- 15.2 No modification or amendment of this Support Agreement will be valid or binding unless reduced to writing and duly executed by the party or parties to be bound.
- 15.3 Neither party is responsible for failure to fulfill its obligations under this Support Agreement due to causes beyond its control. However, this clause does not extend to payment obligations.
- 15.4 (Intentionally omitted)
- 15.5 The Support Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California.
- 15.6 PURSUANT TO ARTICLE 6 OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS ("UN CONVENTION"), THE PARTIES AGREE THAT THE UN CONVENTION AND ANY AND ALL IMPLEMENTING LEGISLATION THEREOF, SHALL NOT APPLY TO THIS SUPPORT AGREEMENT.
- 15.7 The failure of either party at any time to require performance by the other party of any provision of this Support Agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of any provision of this Support Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Support Agreement.
- 15.8 This Support Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. Any such counterpart may comprise one or more duplicates or duplicate signature pages, any of which may be executed by less than all of the parties provided that each party executes at least one such duplicate or duplicate signature page. The parties stipulate that a photocopy of an executed original will be admissible in evidence for all purposes in any proceeding as between the parties.
- 15.9 This Support Agreement including all annexes attached hereto, all documents incorporated by reference herein or in amendment or confirmation hereof, constitutes the entire agreement between the parties concerning the subject matter hereof. No prior or contemporaneous representations, inducements, promises, proposals, or agreements, oral or otherwise, between

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the parties, with reference thereto, will be of any force or affect except as may be expressly set forth herein and therein.

- 15.10 Any provision of this Support Agreement or part thereof found to be illegal or unenforceable shall be deemed severed, and the balance of the Support Agreement shall remain in full force and effect.

(Rest of this page left intentionally blank)

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IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the Effective Date.

Versaterm Public Safety Inc.

County of San Mateo

DocuSigned by:
Adam Schwartz
DFBB2C545B064AB

Warren Slocum

Signature

Signature

Adam Schwartz

Warren Slocum

Name

Name

Chief Revenue Officer

President, Board of Supervisors

Title

Title

May 31, 2024

August 13, 2024

Date

Date

DocuSigned by:
Theresa Rosales
BC4F3D123D3648A...

Michael P. Callagy

Signature

Signature

Theresa Rosales

Michael P. Callagy

Name

Name

VP Finance

County Executive

Title

Title

May 31, 2024

August 13, 2024

Date

Date

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Attachment 1: Application Software License Agreement

(see attached)

Schedule A: Customer Reimbursement Policy

To the extent that this Agreement authorizes reimbursements to Versaterm for travel, lodging, and other related expenses as defined in this section, Versaterm must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized Customer personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the Customer.
- c. Unless otherwise specified in this section, the Customer will reimburse Versaterm for reimbursable travel expenses for days when services were provided to the Customer on-site. Versaterm must substantiate in writing to the Customer the actual services rendered and the specific dates. The Customer will reimburse for travel at 100% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the Customer, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized Customer personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of Versaterm's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for Versaterm's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term "CONUS"). Customer policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes, if travel is available in Economy Class or below. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the Customer). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized Customer personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The Customer will not reimburse for alcohol.

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- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.