Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND END2END PUBLIC SAFETY, LLC

This Agreement is entered into this 19th day of May, 2026, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and End2End Public Safety, LLC, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of support and maintenance of the Jail Management System.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Two Hundred Thirteen Thousand Seven Hundred Sixty-One Dollars and Thirty-Three Cents ($213,761.33). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2025, through July 31, 2026.

5. Termination

This Agreement may be terminated by Contractor or by the Sheriff or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor 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.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all

reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor 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.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly 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:

(a) Comprehensive General Liability……$1,000,000

(b) Motor Vehicle Liability Insurance……$1,000,000

(c) Professional Liability……$1,000,000

(d) Cyber Liability…… …$1,000,000

County 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 County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County 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.

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, County, 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.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances,

regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to

discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

i. termination of this Agreement;
ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
iii. liquidated damages of $2,500 per violation; and/or
iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars ($200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	Kimberly Honciano, IT Director
Address:	330 Bradford St, Redwood City, CA 94063
Email:	khonciano@smcgov.org

In the case of Contractor, to:

Name/Title: Felix Rabinovich
Address: PO Box 2912, Mobile Alabama 36652
Telephone: 800-766-6783
Email: felixr@atims.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor:

Contractor Signature	Date	Contractor Name (please print)
Felix Rabinovich	05/13/2026	Felix Rabinovich

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A: Services

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

ATIMS InCustody Jail Management System (JMS): On Premise Support and Maintenance

Definitions: Software Support and Maintenance

Documentation means all printed and/or electronic material and/or media relating to the Software provided by ATIMS.

Embedded Programs means all third-party software, modules, products, interfaces, data files and/or other files and programs provided by ATIMS as part of or in connection with its proprietary software.

Fees means the Licensed Software Fees, the Project Management, Installation and Training Fees, the annual Support Services Fees and any Additional Services Fees, each as defined herein and/or otherwise noted in the cost proposal and herein referred to as the "Proposal." These Fees include all fees associated with Data Conversion and/or Data Migration Services, as may be separately referenced in the Proposal or as otherwise noted elsewhere in this Agreement.

Licensed Software means (i) the Software, (ii) the Documentation, (iii) the Embedded Programs, (iv) the Updates, (v) the Work Product and (vi) all instructions, manuals, diagrams and other materials, in whatever medium or format, pertaining to the foregoing.

Services means the Project Management, Installation, Training Services, the annual Warranty and Support Services, and any Additional Services, each as defined herein and/or otherwise noted elsewhere in this Agreement. Services shall also include any and all services previously performed or provided by ATIMS to Licensee in connection with the Software. Such Services include all services associated with Data Conversion and/or Data Migration Services, as may be separately referenced in the Proposal or as otherwise noted elsewhere in this Agreement.

Software means ATIMS's proprietary software applications described in the Proposal or as otherwise noted elsewhere in this Agreement, together with any software previously provided by ATIMS to Licensee.

Updates means "bug" fixes and other updates, enhancements, upgrades or re-releases of the Licensed Software which are made generally available without charge by ATIMS to ATIMS's customers; provided, however, that Updates shall not include (i) updates, enhancements, upgrades, re-releases or new releases which incorporate new functionality in the Licensed Software and/or for which ATIMS charges a fee to its customers, or (ii) new products or modules.

Maintenance Releases means any patches, "bug" fixes, updates, upgrades or re-releases of the Licensed Software, which are related to specific Software and/or a Licensee Environment. ATIMS reserves the right to limit deployment of Maintenance Releases.

Licensee Environment is defined as the infrastructure in which the Licensed Software will be installed and/or used, including without limitation, hardware components (server(s), desktop workstation(s), laptop(s), etc.), software components (operating systems, other 3rd party software, etc.), wired and wireless (where applicable) network components and infrastructure (routers, network identification cards, switches, wiring, etc.).

Work Product means inventions, discoveries, software, or other works of authorship and other proprietary materials or work product developed by ATIMS, its employees, agents or contractors in the course of ATIMS's performance of any services regardless of any participation, assistance or cooperation by Licensee, its employees, agents or contractors in connection therewith.

Agency JMS Administrator means each Client Agency employee designated by Client to serve as technical administrator of the JMS and Support Services on Client's behalf. Each Administrator User must complete training and qualification requirements reasonably required by ATIMS.

Agency Appointed Contact means each Client Agency employee authorized by Client to submit Support and Service requests for ATIMS JMS and Support Services on Client's behalf. Each authorized contact must be on the Authorized User List, jointly maintained by the Client Agency and the vendor.

Client Content means all data and materials provided by Client to ATIMS for use in connection with the JMS and Support Services, including, without limitation, Client applications, data files, and graphics.

Software Support and Maintenance shall mean the level of confidence that software is free from vulnerabilities, either intentionally designed into the software or accidentally inserted at any time during its lifecycle, and that the software functions in the intended manner.

Annual Maintenance Fee shall be as set forth in Exhibit B of this Agreement.

Error means an error/malfunction bug in the Solution which degrades the Solution or the Client's use of the Solution.

Correction means the use of reasonable commercial efforts.

Licensor Product Errors shall mean the failure of the Licensor Software to conform in a material respect to the Licensor Product Documentation.

Solution means the software and/or hardware provided by or supported by ATIMS and specifically listed on the PSS Acceptance page.

Workaround means a change in the procedures followed or data supplied by Client to avoid an Error without substantially impairing Client's use of the Solution.

Client or Licensee means the entity or person identified as the Client on the PSS Acceptance page.

Software is a program or programs that enables a computer to perform a specific task, including application software, which enables a user to perform a task, and system software, which enables other software to run properly, by interfacing with hardware and with other software.

Licensor means the manufacturer/licensor of the Software.

Incident means Software or Solution is not performing in accordance with the documentation.

Licensed Program Software means Software covered under the terms and conditions of the licensor.

Third Party Licensor Software shall mean Software that is developed by a third party.

Environment

Except as otherwise expressly provided herein, Licensee and Users shall have sole responsibility for acquiring and maintaining their own Licensee Environment. Licensee hereby represents and warrants to ATIMS that (i) the Licensee Environment meets or exceeds and at all times during the use of the Licensed Software shall meet or exceed the environment specifications set forth by ATIMS, (ii) Licensee has not and will not make any material changes to the Licensee Environment, except solely for those changes required by ATIMS, and (iii) at all times during the use of the Licensed Software, Licensee shall maintain in full force and effect maintenance, service and support agreements with all relevant third parties with respect to the Licensee Environment and all components thereof. Due to volatility in the software and hardware market, the requirements are subject to reasonable change throughout the course of this Agreement. Except as otherwise provided in the Proposal or as otherwise noted elsewhere in this Agreement, Licensee shall be responsible for making any current and future modifications and/or upgrades to the Licensee Environment necessary to remain in accordance with the then current requirements, and to successfully access or use the Licensed Software. ATIMS reserves the exclusive right to revise the requirements for the Licensee Environment.

Client Agency Obligations (Responsibilities)

Access to Licensee's Resources

Licensee shall provide ATIMS with reasonable access to Licensee's technical personnel, facilities, systems, databases, information, as well as security clearance as necessary for ATIMS to perform its obligations under this Agreement. Licensee shall appoint a Project Manager to act as liaison between Licensee and ATIMS.

Appointment of Agency Contact

In order to optimize the process of providing services and support to Client Agency, ATIMS requires all Client Agencies to designate a primary contact and an alternate contact who will become the authorized contacts able to submit Support and Service requests to ATIMS. While up to 5 contacts (as noted above) are allowed, the primary and alternate contacts will have final authority on requests and decisions. Contacts should be listed on the Authorized User List jointly maintained by the Client Agency and vendor.

Assistance

Client shall provide reasonable information and assistance to ATIMS to enable ATIMS to implement its JMS and provide Support Services. Upon request from ATIMS, Client shall promptly deliver Client Content for data conversion to ATIMS in an electronic file format

specified and accessible by ATIMS. Client acknowledges that ATIMS' ability to implement and deliver the JMS Solution and Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance.

Administrator Access

Client shall be solely responsible for the acts and omissions of its Administrator Users. ATIMS shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.

Client Agency Input

Client is solely responsible for collecting, inputting and updating all Client Content stored on the JMS on-premise hosted environment, and for ensuring that the Client Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Client shall: (i) notify ATIMS immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to ATIMS immediately and use reasonable efforts to stop any unauthorized use of the JMS system that is known or suspected by Client or any user or user group, and (iii) not provide false identity information to gain access to or use the JMS.

Support and Maintenance Services

Support and Maintenance Services

Support and Maintenance Services entitles Client Agency to the following:

a) Telephone or electronic remote support in order to help Client Agency locate and correct problems with the Software.

b) Bug fixes and code corrections to correct Software malfunctions released during the maintenance period, in order to bring such Software into substantial conformity with the operating specifications.

c) Notifications of updates to system (version notes) so Client Agency can update its user manual and system documentation for configured product and updates. All software notes would be loaded onto the system under Reference.

d) All enhancements and other changes that ATIMS, at its sole discretion, makes or adds to the Software and which ATIMS furnishes, without charge, to all other ATIMS JMS Client Agencies.

e) Up to five (5) dedicated contacts designated by Client Agency in writing that will have access to support services.

Software Support and Maintenance will commence at Go Live. The cost of the Warranty is included in the purchase and implementation price. Annual fees for Software Support and Maintenance will commence starting at month 13 post Go Live and will be according to the payment schedule outlined in Exhibit B of this Agreement. Software Support and Maintenance is

not an extension of the warranty period but rather runs concurrently with the 12-month (post Go Live) warranty.

Appointment of Agency Contact

In order to optimize the process of providing services and support to Client Agency, ATIMS requires all Client Agencies to designate a primary contact and an alternate contact who will become the authorized contacts able to submit Support and Service requests to ATIMS. While up to 5 contacts (as noted above) are allowed, the primary and alternate contacts will have final authority on requests and decisions. Contacts should be listed on the Authorized User List jointly maintained by the Client Agency and vendor.

Support Methods

There are a variety of ways to resolve technical difficulties.

Online Help – System use and training electronic documentation (self-help assistance) is accessible via the Reference button when logged into ATIMS JMS. Function-specific help is also accessible through the JMS using the Reference Option. Documentation that is Agency created/edited is also stored in the Reference section.

Remote Diagnostics – ATIMS typically uses two platforms (Zoom and Teams) to provide remote diagnostics and support. ATIMS performs online diagnostics from ATIMS' offices to assist in the identification and isolation of suspected Software or Solution errors or malfunctions. In the event the Agency requires the use of another remote diagnostic tool or service, the Agency must provide access to the required tool at no cost to ATIMS. ATIMS will make every effort to comply with the security requirements of the Client. Any Security configuration(s) needed to achieve remote connectivity and/or access to Agency's computer network will be used only for the purposes of diagnosing the "error" or malfunction.

Email – Client may request support services via email.

Telephone – Tier 1 telephone support is provided during ATIMS's normal business hours and 24x7 for critical system issues and is available to clients who have signed a Software Support and Maintenance or Professional Services agreement.

JIRA Online Support Tool – ATIMS uses JIRA to track all releases, upgrades, defects and regular and ad hoc maintenance calls. As a standard course of action, ATIMS support staff will also use JIRA to track all details and disposition of a support request including caller information, any current corrective action taken, any future activity required, and final status. The Agency's Point of Contact will also have access to JIRA for this information.

Engagement

Initial Engagement – One of Client Agency's designated contacts will contact ATIMS through one of the methods noted above to place a request for service.

Discovery - ATIMS Support Desk will gather all of the necessary information from the Client to assess the situation. The support technician will determine the appropriate course of action such as ask the Client to attempt various tasks or begin a remote session via an online connection. This Discovery Period will be completed in 30 minutes or less. If the Discovery

period takes longer than 30 minutes and the issue is determined to be non-ATIMS related, ATIMS reserves the right to charge for this time. As such, Client will be notified if charge is recommended. If a resolution has not been achieved at the end of the Discovery Period, then the support technician will open a ticket for further investigation of the issue.

If the issue is determined to be ATIMS-related and falls within the coverage of this Agreement, there will be no additional charges for the discovery period. Also, ATIMS will make every effort to resolve the issue as quickly as possible. Additional remote sessions via an online connection may be required during this period.

If the engagement is deemed to require Professional Services outside Support and Maintenance coverage, the Client Agency POC will be given an estimated cost to complete the requirement and will be billed at a rate of $200 per hour. Client Agency will be updated on a regular basis on the status of an issue and will be provided resolution logs when a support ticket is successfully closed.

Response and Resolution Goals

ATIMS understands that Client Agencies work 24/7/365 and ATIMS provides support, including emergency activities to meet those requirements. “Standard Business hours” 0800--1700 PST, Monday thru Friday, except holidays, are used for response to non-emergency requests. Some response definitions include:

- Fix means the repair or replacement of Software component to remedy Issue.
- Issue means a defect in Software as defined in ATIMS’ standard Software specification that significantly degrades such Software.
- Respond means acknowledgement of Issue received containing assignment to engineer, date and time assigned, and severity level.
- Workaround means a change in the procedures followed or data supplied by Client to avoid a Problem without substantially impairing Client’s use of the Software.

Priority and Communications – When reporting an Incident, the Client Agency will make the initial determination of priority and include it in the request. ATIMS's initial response to an incident will be based on the Agency's assessment of priority. ATIMS makes every effort to respond to support requests within the timeframes outlined below. Periodic status updates will be provided via email and phone until the issue is satisfactorily resolved; status can also be checked online via ATIMS JIRA support site. ATIMS’s inability to meet the response times set forth below due to Agency's availability (i.e. phone busy, no answer, out of the office, etc.) does not constitute a failure to comply with these Support Policies. After the initial response, any changes to the incident priority will be mutually determined by ATIMS' staff and Agency.

Priority Levels and Response Time – If the issue is identified to be an issue with the software, the Agency’s system support team will contact ATIMS who will log the information and determine what level of support is required. ATIMS JMS Service Levels will be determined using the following priority list; and Support will be provided in accordance with the assigned Service Level for that issue:

PRIORITY	EMERGENCY *Level One*	HIGH	MEDIUM	LOW
Description	• System down during critical support times • Critical issues with core functions or critical processes of JMS • Security breaches and other security issues • Business risk is high.	• System down/ Software Applic • Can't complete core functions or critical JMS processes • Program errors without workarounds • Incorrect calculation errors impacting records • Severe performance issues impacting critical processes • Business risk is moderate	• System errors that have workarounds • Performance issues not impacting critical processes • Usability issues • Reporting Issues • Business risk is low	• Report formatting • Aesthetic issues • Recommendations for enhancements on system changes • Low to minimal impact
Service Response Time[1]	< 1 hour	1 hour	4 hours	8 hours
Resolution Status Update Frequency[2]	Every 60 min	Every 2 hours	Every 24 hours	Every 10 business days
Service Resolution Time Goal[3]	Typically resolved within 4 hours; For complex issues requiring add'l time, status report every 4 business hours	Typically resolved within 2 hours; For issues requiring add'l time, status report every 6 business hours	Within 5 business days	Placed in queue and resolved in order of importance; Goal within 30 business days

- [1]Service Response Time refers to the maximum elapsed time after problem logged for investigation and action by ATIMS. ATIMS will communicate with the Agency's internal software support team, providing an action plan.

- [2]Resolution Status Update Frequency refers to the maximum time elapsed after problem has been initially logged before a status update is provided to the Agency. ATIMS will continue to provide status updates to the Agency within this frequency interval until the problem is resolved.

- [3]Service Resolution Time Goal refers to the objective for the maximum elapsed time after problem is logged for some sort of problem resolution to be provided.

In the event that ATIMS receives a surplus of PSS requests simultaneously, Client Agencies will be prioritized by Severity Level and in the order the incidents are reported.

Professional Services and Support (PSS)

ATIMS Professional Services and Support (PSS) provides clients with the opportunity to acquire technical services beyond the scope of the software support agreement.

Discovery and Assistance

ATIMS offers telephone, email and onsite support to maintain the products and other solutions/enhancements developed by ATIMS. Remote diagnostics will always be the first course of action to resolve an incident or technical assistance prior to an onsite visit being scheduled.

Once Discovery with the Client POC and ATIMS Support Desk is completed, if the engagement is deemed beyond the scope of the Cloud Hosting agreement and rather part of Professional Services, the Client Agency POC will be given an estimated cost to complete the requirement. Some possible needs include:

- Enhancement (customization) of ATIMS JMS
- Business Process Re-engineering
- Workflow Development or Redevelopment
- New or Updated Interfaces or Integrations
- Additional Training
- Hardware Procurement or Installation

Client will be billed in hourly increments, based on rates provided, for all Professional Services or time will be charged against annual allotment of hours (as part of annual Support and Maintenance Fee). All PSS hours will be tracked by the assigned technician and verified by the ATIMS Support Manager. Client Agency will be updated on a regular basis on the status of the Request (or issue) and will be provided resolution logs when a support ticket is successfully closed.

If a problem occurs which significantly impacts the Client's usage of the licensed product and the issue remains unidentified or unresolved either by workaround or permanent correction after the Client has followed ATIMS prescribed actions, ATIMS, at its discretion, will make available a support technician at the Client location during regular Business Days and Hours, 0800 – 1700 Pacific Standard Time, Monday through Friday, excluding ATIMS holidays. ATIMS's Holiday Schedule will be provided. ATIMS additionally provides critical support twenty-four (24) hours a day / seven (7) days a week. Critical support is defined as any issue that:

- Causes the ATIMS system to stop running agency wide
- Prevents any essential or required data elements from entry

The support technician will respond within a reasonable period of time, keeping the Client fully informed during the period.

ATIMS will provide or make available:

- Assistance in diagnosis and identification of errors or malfunctions.
- Onsite consultation on correction of identified errors or malfunctions.
- Detailed feedback on external factors that had a direct or indirect impact on the software resulting in performance deficiencies.

Server and Software Administrator Tasks – The Client will be responsible for the back up of its databases and/or data files according to industry standard practices. The tasks provided under PSS do not include duties normally associated with on-going LAN Administrator tasks.

Additional tasks like recovery of databases and/or data files that were not properly backed up and normal database administration tasks (reorganizing databases, running backups, restoring databases, reviewing logs, updating statistics, Client planning, etc.) are offered as part of the PSS, and the Client will be billed at the hourly rate of $200.

Technical Resolution Guidance Chart

The chart below highlights the options provided

Description	Software Support and Maintenance	Professional Services
Upgrades and Updates		
Supply new software version	●	
Install new software version	●	
System reinstalls - application malfunction	●	
System reinstalls - hardware / network problem		●
Support / Bugs / Errors		
Business hours Tier 1 support	●	
24/7 critical after-hour support	●	
Problem with application / malfunction	●	
Code testing and replication of errors	●	
Simulation of client environment	●	
Data discovery due to malfunction	●	
Problem with internal hardware / network		●
Environment		
DB optimization – indexing	●	
Creation of additional databases	●	
Replication of DB environment	●	
Installation of additional environments		●
Reinstallation - new server or configuration		●
Database maintenance – backups		●
Data mining / data discovery request		●
Customization / Enhancements		
Consult for custom enhancement (up to 1 hr.)	●	
Software configuration utilizing DB settings	●	
Creation of additional custom forms		●
Description	**Software Support and Maintenance**	**Professional Services**
Creation of additional custom reports		●
Client initiated customization / enhancement		●
Interfaces		
Consult for 3rd party software interface (up to 1 hr.)	●	

Consult for 3rd party software interface (beyond 1 hr.)		●
Development of 3rd party interfaces		●
Training		
User manuals	●	
User group online webinars	●	
Additional client requested training		●
Training on new software functionality		●

- Additional fees may be charged for upgrades that exceed more than one major version of the software annually.

- Forklift upgrades (major release to major release) requested by the Client will be subject to additional support fees if minor upgrades, updates, and/or fixes have not been implemented.

- If Forklift upgrades are required by ATIMS, no additional fees would be charged.

Warranty

Warranty Provisions

ATIMS represents, warrants and agrees that the Services do not contain and Agency will not receive from ATIMS any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any Agency system or Data

ATIMS represents, warrants and agrees that ATIMS has all Intellectual Property Rights necessary to provide the Services to Agency in accordance with the terms of this Agreement; ATIMS is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Services and has secured all necessary licenses, consents, and authorizations with respect to the use of these underlying elements; the Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and there is currently no actual or threatened suit against ATIMS by any Third Party based on an alleged violation of such right.

Exhibit B: Payments & Rates

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Description of Services	Cost

ATIMS Annual Support and Maintenance – On Prem for JMS 04/01/2025 thru 03/31/2026	$160,321.00
ATIMS Annual Support and Maintenance – Prorated for JMS 04/01/2026 thru 07/31/2026	$53,440.33
TOTAL	**$213,761.33**

* Professional Services required outside Support and Maintenance coverage will be billed at a rate of $200 per hour.

Total Not to Exceed Amount for this Agreement is $213,761.33

INVOICING

County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:

- Invoice number and date
- Agreement number / PO number
- Time period covered
- Detailed statement of services/work completed for the invoiced period
- Total amount of invoice

Contractor shall submit invoices to Sheriffs_Fiscal_Unit@smcgov.org (cc: Kimberly Honciano at khonciano@smcgov.org). Payments shall be made within 30 days from the date of the applicable undisputed invoice. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable.