Agreement No. 26-030

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated __January 27, 2026__ and is between Versaterm Public Safety US, Inc., a Delaware corporation ("Contractor" or "Versaterm"), and the County of Fresno, a political subdivision of the State of California ("County" or "Customer").

Recitals

A. The County's Sheriff-Coroner-Public Administrator's Office ("FSO") has a need for case management and workflow software for internal investigations of employees to maintain oversight, streamline review processes, and improve tracking of employee performance.

B. The Contractor is a provider of professional standards software tools and services that include comprehensive case management and secure workflow processing.

C. The County participated in demonstrations by four different vendors for evaluation and have concluded that the Contractor's solutions will best meet the County's needs.

D. The County and the Contractor now desire to enter into an agreement through a suspension of competition for IAPRro and BlueTeam licenses, support, and related services.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1   **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Services."

1.2   **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3   **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

1.4   **MSA.** The parties agree that the terms of the Versaterm Master Software and Services Agreement, attached as Exhibit E and incorporated by this reference, shall apply to

1

this Agreement, but in the event of a conflict between the MSA and this Agreement, the terms of this Agreement shall take precedence. All terms of the MSA that do not conflict with this Agreement shall otherwise apply.

1.5 **Compliance with FSO Technology Standards.** The Contractor shall comply with the technology standards set forth in Exhibit F, titled "FSO Technology Standards", attached and incorporated by this reference.

1.6 **Infringement.** The Contractor represents and warrants that it has the right to grant the licenses granted to the County hereunder and that the services provided under this Agreement do not infringe upon or violate the United States patent rights of any third party and do not infringe upon or violate the copyright, or trade secret right of any third party. This section 1.6 survives the termination of this Agreement.

Article 2

County's Responsibilities

2.1 The County shall, with assistance from Contractor, install IAPro and BlueTeam software on server systems prior to the arrival of Contractor's trainer.

2.2 The County shall provide a computer-equipped training room with each trainee having their own training computer in order to commence training.

2.3 The County shall provide the trainer with an LCD Projector or large TV monitor for use each day in the training room.

2.4 The County shall provide access for Contractor's trainer and the Professional Standards staff to access the installed IAPro and BlueTeam production databases during the training session.

Article 3

Compensation, Invoices, and Payments

3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibit B to this Agreement, titled "Compensation", attached and incorporated by this reference. Year one compensation, including implementation, shall be $58,600.00, due upon completion of system

configuration and written approval by the County for production deployment. Compensation for years two and three, as well as optional years four and five, shall not exceed $48,000.00 each year, due annually.

3.2   **Maximum Compensation.** The maximum compensation payable to the Contractor is $154,600.00 for the initial three-year term of this Agreement. If this Agreement is extended to Year 4, as provided in Article 4, below, the maximum compensation payable to the Contractor under this Agreement will increase to $202,600.00. If this Agreement is extended to Year 5, as provided in Article 4, below, the maximum compensation payable to the Contractor under this Agreement will increase to $250,600.00. The total maximum compensation payable to Contractor under this Agreement for the entire potential five-year term shall not exceed $250,600.00.

The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

3.3   **Invoices.** The Contractor shall submit invoices to:

County of Fresno, Sheriff-Coroner-Public Administrator's Office

2200 Fresno Street

Fresno, CA 93721-1703

Attention: Accounts Payable

The Contractor shall submit an invoice within 60 days after the month in which the Contractor performs Initial Services and within 60 days after the start of each annual Maintenance period.

3

3.4 **Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the invoice.

3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective retroactive to December 1, 2025 and terminates three (3) years thereafter except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The FSO Information Technology Division Manager or their designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

> **For the County:**
> Sheriff-Coroner-Public Administrator's Office, IT Division
> County of Fresno
> 2200 Fresno Street
> Fresno, CA 93721-1703
> Sheriff.payables@fresnosheriff.org
>
> **For the Contractor:**
> Versaterm Public Safety US, Inc.
> 1 North MacDonald, Suite 500
> Mesa, AZ 85201
> Attention: Legal Department
> legal@versaterm.com

5.2   **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3   **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4   **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1   **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds

are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

(A) Modify the services provided by the Contractor under this Agreement; or

(B) Terminate this Agreement.

6.2 **Termination for Breach.**

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

(3) Submitted a substantially incorrect or incomplete report to the County; or

(4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand, including a prorated portion of any annual fees prepaid that were not expended in compliance with this Agreement. The prorated portion shall be determined by dividing the

annual fee by twelve, and refunding to County the prorated amount for months not used by County after and including the breach. For example, if County only received six months of satisfactory service prior to the breach, Contractor shall refund to County six months of fees ($24,000). This section 6.5 survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 **Verifying Performance**. The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits**. Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents,

subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

Article 9

Insurance

9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this Agreement.

Article 10

Inspections, Audits, and Public Records

10.1 **Inspection of Documents.** The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.

10.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds $10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

10.3 **Public Records.** The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Contractor may provide to the County. The County's public disclosure of this Agreement or any record or data that the Contractor may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

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(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the Contractor may provide to the County, unless such disclosure is prohibited by court order.

(C) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, beginning with section 7920.000) ("CPRA").

(E) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Contractor may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

(G) Notwithstanding the above in Section 10.3 (A-F), Contractor asserts that the following categories of the Contractor's information are confidential and exempt from public disclosure: (i) the Contractor's proprietary software source code, algorithms, and technical specifications, (ii) the Contractor's trade secrets, know-how, and competitive methodologies, (iii) Third-party confidential information provided to the Contractor under confidentiality obligations, (iv) security-related information that could compromise system integrity if disclosed, (v) pricing methodologies, cost structures, and competitive pricing information. Contactor asserts that disclosure of the above categories could cause irreparable harm to the Contractor's competitive position and asserts that such

9

information should be withheld from public disclosure to the maximum extent permitted

by applicable law, including but not limited to California Government Code sections

7927.705 and 7928.000, subject to the provisions of Section 10.4 below.

10.4 **Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions

11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation, or changes its status to operate as a corporation.

11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 12

General Terms

12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

12.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

12.5 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be

ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

12.6 **Days.** Unless otherwise specified, "days" means calendar days.

12.7 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

12.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation of the Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

(A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.

12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

Article 13

Exclusion of Indirect Damages

Under no circumstances will Contractor be liable for any of the following under this Agreement for any reason: (a) special, indirect, consequential, incidental, punitive, or exemplary damages of any kind, including with respect to loss of profits, revenues, customers, or contracts; loss of use of equipment; loss of or damage to data or County records; reputational harm; operational or service interruptions; business interruption; or lack of availability of County materials or facilities, including County's computer resources, software, and any stored data (including County data) or records; or (b) any third-party claims against the County for losses or damages (except as expressly provided in the indemnification section), in each case, even if advised of the possibility of same or even if same were reasonably foreseeable.

Article 14

Limitation of Direct Damages

The total aggregate liability of Contractor under this Agreement is limited to the amount the County paid Contractor for the services pursuant to which such liability arose or is associated during the twelve (12) month period immediately preceding the date on which the claim giving rise to the liability arose. Notwithstanding the foregoing, the limitations of liability set forth in this section shall not apply to damages arising from Contractor's gross negligence or willful misconduct.

Article 15

Software License and Intellectual Property

15.1 **License Grant.** County shall have the right to access and use the software and documentation solely as expressly granted in this Agreement. Provided that the County is not in

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1   default of payment, for the duration of the Agreement term, Contractor hereby grants to the

2   County a revocable, limited, non-exclusive, non-sublicensable, non-transferable, and royalty-

3   free license to access and use the software and documentation for the County's operations as

4   described in the scope of work.

5   15.2   **License Restrictions.** The County shall not: (a) use, reproduce, display, perform or

6   otherwise exploit the software except as expressly authorized in this contract; (b) copy any of

7   the software or documentation except as reasonably necessary to use the software for its

8   internal use as authorized herein, and in all cases subject to the confidentiality provisions

9   hereof, and provided that all copyright notices and any other proprietary notices are included; (c)

10   assign this contract or transfer, lease, export or grant a sublicense of the software or the license

11   contained in this contract to any person except as expressly authorized herein; (d) decompile,

12   disassemble, reverse engineer, or otherwise access or attempt to gain access to the software's

13   source code; (e) give any person other than its employees, consultants, contractors and/or

14   clients access to the software; (f) rent or lend, with or without charge, any system which

15   includes the software to any person including clients and customers; (g) operate at any time on

16   a regular or irregular basis an online or offline customer service bureau involving the software;

17   (h) permit (and the County shall take all necessary precautions to prevent) third parties to use

18   the software in any way that would constitute a breach of this contract; (i) use any APIs, other

19   than the APIs expressly authorized for use by Contractor, with the software or use any

20   authorized APIs in a manner that is not permitted or published by Contractor; (j) remove or

21   modify any proprietary marking or restrictive legends placed on the software or documentation;

22   (k) use any device, software, or routine to interfere with the proper working of the software or to

23   bypass any security features of the software; (l) introduce into the software any viruses, worms,

24   defects, trojan horses, malware, or any items of a destructive nature; or (m) use the software in

25   any way that would cause Contractor to have unescorted access to unencrypted criminal justice

26   information in violation of the FBI Criminal Justice Information Services Security Policy.

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15.3 **Ownership.** Versaterm retains all right, title, and interest in and to the software, documentation, and any modifications, enhancements, or derivative works thereof, including all intellectual property rights therein. The County acknowledges that no title to or ownership of the software or documentation is transferred to the County under this Agreement.

15.4 **County Data.** The County retains all right, title, and interest in and to any data, information, or content provided by the County or generated through the County's use of the software. Contractor shall not use, access, or disclose such data except as necessary to provide the services under this Agreement or as otherwise authorized in writing by the County.

15.5 **Feedback.** If the County provides any feedback, comments, suggestions, ideas, descriptions of processes, or other information to Contractor about or in connection with the software or documentation, including any ideas, concepts, know-how or techniques contained therein, then the County hereby grants Contractor a worldwide, fully paid-up, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit such feedback for any purpose, without any compensation to the County or any restriction or obligation on account of intellectual property rights or otherwise.

[*SIGNATURE PAGE FOLLOWS*]

1   The parties are signing this Agreement on the date stated in the introductory clause.

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Versaterm Public Safety US, Inc.   COUNTY OF FRESNO
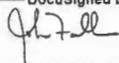
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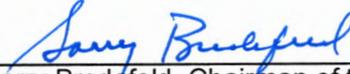
_____   _____
John Faulkner, CFO   Garry Bredefeld, Chairman of the Board of
5   Supervisors of the County of Fresno

6   1 North MacDonald, Suite 500
     Mesa, AZ 85201   **Attest:**
7   Bernice E. Seidel
                                                    Clerk of the Board of Supervisors
8   County of Fresno, State of California

9   By: _____
10   Deputy

11   For accounting use only:

12   Org No.: 31112101
     Account No.: 7309
13   Fund No.: 0001
     Subclass No.: 10000

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Exhibit A

Scope of Services

The Contractor shall provide an off-the-shelf version of its software configured to meet the needs of the County. The final application will be hosted by the County on its own servers. Upon final implementation, and as described herein, County users will be able to enter case details into the system, track progress on said cases, and generate reports related to each case.

IAPro consists of comprehensive case management features which assist in monitoring and reporting on complaints and other incidents that may indicate patterns of employee misconduct, behavioral deficiencies, or performance shortfalls. IAPro shall track all aspects of a professional standards investigation from initial report to final disposition. It includes an advanced reporting platform which will generate statistical reports and charts to track several metrics including caseload, clearance rate, and disciplinary actions taken.

IAPro shall allow a user to:

- Log intake of complaints

- Generate forms and notifications through preconfigured templates

- Write reports

- Log case notes

- Monitor status of in-progress and completed investigations and the review process

- Monitor caseload

- Route complaints through chain-of-command with capture of approval signatures

- Restrict access to authorized users only

BlueTeam allows the Internal Affairs Unit to send and receive information to supervisors throughout the Sheriff's Office while maintaining confidentiality on cases. BlueTeam is integrated with IAPro to streamline workflows throughout the Sheriff's Office, enabling supervisors, command staff, and internal investigators to quickly gather all relevant performance information for review. BlueTeam includes a console for supervisors and command staff to enable "real-time" monitoring of employee performance. It has early intervention support, which utilizes threshold-based alerts combined with real-time analytical interfaces to support identification of and responses to areas of concern.

Exhibit A

BlueTeam shall allow users to:

- Document performance incidents such as accident reports

- Document and track disciplinary processes including counseling memos and SIR

- Set reminders to ensure the corrective action process is completed in a timely manner

Both IAPro and BlueTeam contain preconfigured templates to quickly produce standard forms and letters; use security and access controls along with an audit trail to restrict access to sensitive data; and integrate with the existing Mark43 computer-aided dispatch system and the Axon body-worn camera system.

1. Initial Services

A. Phase 1 - Installation

The Contractor shall work with the FSO IT staff to install IAPro and BlueTeam for production use, as well as a separate "training version" of both, for training use. Further, Contractor shall assist FSO IT staff with pre-loading of officer/employee data during the installation process. Contractor shall provide a template for this data. Once the template of employee preload data has been completed, Contractor shall prepare a script to upload the data into the IAPro database.

B. Phase 2 - Configuration

Once installation has been completed, the Contractor's project coordinator shall schedule up to two sessions of two to three hours per session to configure all systems. This configuration shall be accomplished with one or two sessions by 2 weeks after completion of installation.

C. Phase 3: Training

Contractor shall provide initial training to County staff, which shall consist of one, eight-hour onsite day, providing basic IAPro training, and one, eight-hour onsite day providing BlueTeam train-the-trainer sessions to County staff. Contractor shall provide a second follow-up training visit, which shall be one, eight-hour day, and shall cover the more advanced features of IAPro and reporting. Training shall occur within 6-8 weeks after configuration.

D. Phase 4: Follow-up

Exhibit A

After training has been completed, the County may preschedule follow-up sessions with the project coordinator, or the project coordinator shall reach out bi-weekly to offer assistance and troubleshoot any issues. Follow-up shall continue until County feels comfortable with both applications and does not need additional follow-up sessions, in County's sole determination. Support: In addition to the follow-up sessions, Contractor maintains a support site with manuals and training videos, a help desk, and conducts weekly webinars to provide additional training if needed.

2. Support Services

  A. General Information

    1. County shall contact Versaterm at its dedicated 24-hour hour 1-800-620-8504 number, or if it is a low-priority issue, by e-mail at helpdesk@ci-technologies.com.

    2. Versaterm shall typically be available after working hours if a high-priority problem is pending. Versaterm shall respond to emails and phone calls between 8:30 a.m. and 5:30 p.m. EST from Monday to Friday, excluding Federal Holidays and weekends ("Business Hours").

  B. General Response Time

    1. Unless otherwise indicated in section (C)2, provided that a call or email is received during Business Hours, Versaterm shall respond as follows:

      ● within two hours for medium and high priority calls.

      ● within 24 hours for calls or e-mails related to training or usage issues.

  C. Problem Reporting and Resolution Procedures

    1. The following escalation procedures shall be employed to ensure an appropriate response to any service interruption to minimize downtime—Versaterm shall resolve problems quickly during Business Hours.

    2. When a problem is encountered during regular business hours, County shall utilize the following steps:

    <u>Step 1</u>

Exhibit A

County users shall first contact the IAPro designated coordinator. This is the individual most familiar with either IAPro or IT areas. The IAPro designated coordinator shall attempt to correct the problems. The IAPro designated coordinator shall verify network connects, resolve printer problems, and any desktop issues associated with using IAPro.

County users may also call Versaterm dedicated product group directly, however, it's recommended the IAPro designated coordinator be included in problem resolution.

Step 2

If the problem requires assistance from Versaterm, the IAPro designated coordinator may contact Versaterm through e-mail or phone. Versaterm resources shall work with County to diagnose the problem. After investigating the issue, Versaterm and County shall jointly categorize the problem into:

Type of Problem	Ownership
Server Hardware Problem	Customer IT
Desktop Hardware Problem	Customer IT
Network Communication	Customer IT
Isolated Workstation Issue	Customer IT
Database Performance/storage	Versaterm
Application or software related	Versaterm

D. Problem Definition and Priority

The following table provides a list of the types of problems that County may experience:

Description of Problem	Category	Priority
All services unavailable: (Customer Wide) The system is unavailable. Cases cannot be processed.	Showstopper	High

Exhibit A

Efficiency/Performance/Throughput: System is functional but does not match the performance criteria.	Showstopper	High
System not performing as specified: Functions are not executing correctly and are stopping cases from being processed. No workaround available.	Showstopper	High
User Error: Problem reported by user that was a result of user error or misunderstanding. Isolated workstation failure.	Training Issue/Questions	Low
Enhancement: System does not perform the required functionality. Functionality was not within requirements.	Enhancement - These will be added to the enhancement list and addressed with Versaterm as needed.	Low
System not performing as specified (workaround available). An error is experienced but the problem can be worked around.	Workaround Available Complex workaround Decreasesystem's efficiency/performance/ throughput Decreases user/department's efficiency in completing tasks	Medium
	Workaround available Easy to implement workaround. No impact on system performance No impact on user/department's efficiency	Low

E. Support Restore Requirements

The following table provides restoration times in case of a problem:

A-5

Exhibit A

Priority	Restore Time
High	Response within 2 hours of contact. Resolution within 6 hours from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail. If feasible, Versaterm shall provide after-hours support into the evening or during early morning hours.
Med	Resolution within 2 business days from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail to the entire list.
Low	No resolution time designated. Added to enhancement list or addressed through updates to user documentation.

Exhibit B

Compensation

The Contractor shall be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

Initial Services Implementation (one-time fees due upon County configuration approval):

IAPro NextGen On-site Training	$4,100.00
BlueTeam NextGen front-line users training	$1,500.00
JMS Integration Process Development	$5,000.00
SUBTOTAL (one-time fees)	$10,600.00

Annual Licensing, Support, and Maintenance fees:

Year 1 License, Support, and Maintenance (IAPro/BlueTeam)	$48,000.00
Year 2 License, Support, and Maintenance (IAPro/BlueTeam)	$48,000.00
Year 3 License, Support, and Maintenance (IAPro/BlueTeam)	$48,000.00
Year 4 License, Support, and Maintenance (IAPro/BlueTeam)	$48,000.00
Year 5 License, Support, and Maintenance (IAPro/BlueTeam)	$48,000.00
SUBTOTAL (recurring fees)	$240,000.00

TOTAL (one-time and recurring fees)   **$250,600.00**

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

    a. The name of the agency/company with which the corporation has the transaction; and

    b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		**Date:**	
Job Title:			
(2) Company/Agency Name and Address:			

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)

(5) Authorized Signature

Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

(A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.

(B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.

(C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

(D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for disease.

(E) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

(F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the

Exhibit D

Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

   (i)   Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

   (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

   (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy

Exhibit D

for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

(F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit E

MASTER SOFTWARE AND SERVICES AGREEMENT

1. Definitions.

   For the purposes of this MSA, each Service Schedule, and each Statement of Work, these terms will have the following meanings:

   1.1. "Authorized User" means an employee, consultant, or contractor of Customer authorized by Customer to access and use the Services on Customer's behalf.

   1.2. "Confidential Information" means the Software, Customer Data and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing, financial or personnel data, technology, products, sales information, trade services, know-how customer or supplier information, including information provided by such customers or suppliers, or any other information already furnished or to be furnished or made available by one Party to the other, whether in oral, written, graphic or electronic form including any such information exchanged during informational sessions designated as confidential, including, without limitation, information concerning a Party's actual and potential customers and other Intellectual Property Rights of such Party, provided, however, that Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the receiving Party, whether through breach of this Agreement or otherwise; (ii) that, prior to disclosure by the disclosing Party, was already in the possession of the receiving Party, as evidenced by written records kept by the receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the receiving Party; (iii) independently, custom developed by the receiving Party, by Persons having no direct or indirect access to the disclosing Party's Confidential Information provided that the receiving Party provides clear and convincing evidence of such independent development; (iv) which, subsequent to disclosure, is obtained from a third Person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) on a non-confidential basis; (v) is further disclosed with the prior written consent of the disclosing Party, but only to the extent of such consent, or (vi) is a public record and is required to be disclosed by a Party by the California Public Records Act, Government Code section 7920.000 et. seq.

   1.3. "CPI" means (i) for Customer located in Canada the consumer price index published by Statistic Canada as updated on a quarterly basis or (ii) for Customer located in the United States the consumer price index for all urban consumers published by the U.S. Bureau of Labor Statistics as updated on a quarterly basis.

Exhibit E

1.4. "Customer Data" means collectively any data, files, documentation, or other information: (i) that Customer or any of its Authorized Users may upload to Versaterm Platform when using the Services; and (ii) processed through the use of the Services, excluding Third Party Data and any Versaterm Data.

1.5. "Customizations" means all Customer requested modifications made to the Software or User Documentation by or for Versaterm in accordance with the terms of a Service Schedule or Work Order, which shall be at Customer's expense.

1.6. "Enhancements" means any changes or additions to the Software, that improve functions, add new functions, improve performance, or correct errors by changes in system design or coding, including but not limited to changes or additions that are made to the Software to provide substantial additional value or utility.

1.7. "Fees" means the Subscription Fees, the License Fees, the Maintenance and Support Fees, the Customization Fees, and all other fees and charges charged by Versaterm under this MSA, any Service Schedule, any SOW, or any other attachment.

1.8. "Including" means "including without limitation" and is not to be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.

1.9. "Initial Subscription Term" as further defined in Section 3.3 of the MSA.

1.10. "Intellectual Property" means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including its source code), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.

1.11. "Intellectual Property Rights" means: (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principal applicable to this Agreement which may provide a right in either: (A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.

Exhibit E

1.12. "Licensed Materials" means collectively the Versaterm Platform, Software and the User Documentation.

1.13. "Maintenance and Support Fees" means the fees charged by Versaterm in respect of maintenance and support services as further identified in a Service Schedule.

1.14. "Open Source Software Components" means software programs, libraries, or distributables (commonly known as "public", "open source" or "free" software) made publicly available by the copyright holders.

1.15. "Party" means either Customer or Versaterm and "Parties" means both.

1.16. "Person" means any individual, company, corporation, partnership, government or government agency, authority or entity howsoever designated or constituted.

1.17. "Point of Access" means Versaterm's, or its subcontractor's, border router, which is used to establish connectivity from the Versaterm Platform to Versaterm's, or its subcontractor's, internet provider, or the public internet.

1.18. "Professional Services" all professional services purchased by Customer in respect of the Subscription Services or use of Software (if installed on Customer's premises), including implementation services, data migration, specialized support, training services and any other services as further described in a Service Schedule or Statement of Work.

1.19. "Project Kick-Off" means the initial meeting of the Parties or formal start of the project, as may be further defined in a Statement of Work.

1.20. "Provisioning" means the Software has been made available and accessible by Versaterm to the Customer by providing the Customer with a log-in.

1.21. "Renewal Subscription Term" as defined in Section 3 of this MSA.

1.22. "Service Schedule" means Customer's Service Agreement (Customer Service Agreement), signed by Customer and Versaterm, to which this MSA is attached, which incorporates by reference the terms and conditions of this MSA, the terms and conditions of Subscription Service or the terms and conditions regarding use of the Software, any attached SOW, and any other relevant terms and conditions with respect to Customizations, Professional Services, Implementation or the provision of other technical services.

1.23. "Software" means the computer programs owned by Versaterm and which are licensed to Customer under a Service Schedule, including: (a) all maintenance modifications (updates and upgrades); (b) Enhancements; (c) Customizations, now developed or to be developed

Exhibit E

by or for Versaterm during the Term; and (d) all formulas, routines, subroutines, algorithms, concepts, techniques, know-how and ideas implemented or embodied in any of the foregoing, in any form. For the avoidance of doubt, Software excludes Third Party Components.

1.24. "Statement of Work" or "SOW" means the applicable written document, signed by Customer and Versaterm or incorporated as part of Service Schedule, under which Versaterm may provide Customer additional Professional Services related to the Software, including training, specialized support and data migration, which shall be attached to the applicable Service Schedule.

1.25. "Subscription Fee" means the fees charged by Versaterm in respect of the Subscription Service or in respect of the provision of Software to Customer on an on-premises basis, as further identified in a Service Schedule as further identified in a Service Schedule.

1.26. "Subscription Service" means any combination of the following: (i) limited access and use rights to the Versaterm Platform on a hosted basis, (ii) hosting services, (iii) support services, and (iv) any other similar generally applicable services that Versaterm provides to its customers in accordance with the User Documentation. For the avoidance of doubt, Subscription Services do not include Professional Services.

1.27. "Subscription Term" means the Initial Subscription Term and any Renewal Subscription Terms.

1.28. "Term" means the term set out in Section 3.1.

1.29. "Third Party Data" means any data owned by a third party that the Customer accesses via the Software.

1.30. "Third Party Component" means any components of the Subscription Services provided by third parties, including Open Source Software Components and third party proprietary software or services (e.g. Amazon Web Services (AWS)).

1.31. "Third Party Supplier" means any party who provides products and/or services, including Open Source Software and Third Party Components that contribute to the overall Software provided to the Customer by Versaterm.

1.32. "User Documentation" means the user manuals, guides, and specifications with respect to the operation, use, functions, and performance of the Software, as revised from time to time, and any additional documentation for Customizations produced by Versaterm, in written or online electronic form.

Exhibit E

1.33. "Versaterm Platform" means the Software, Versaterm Server and such devices and peripherals physically located with the Versaterm Server, including all computer hardware, software, network elements, and electrical and telecommunications infrastructure located behind the Point of Access.

1.34. "Versaterm Server" means that computer server located at Versaterm's premises, or a third-party provider of hosting and/or network services, that houses the Software.

2. Scope of Agreement

2.1. It is the intention of Versaterm and Customer that, where Software and services are to be provided by Versaterm under this MSA, particular details and terms will be specified in a Service Schedule (Customer's Service Agreement). If there is a conflict between a Service Schedule and this MSA, the Service Schedule will prevail over the conflicting provisions of this MSA to the extent of the inconsistency but only for the purposes of that Service Schedule. Except for such conflicts, the provisions of this MSA will not be deemed to be amended, cancelled, waived, or released by the execution of a Service Schedule.

2.2. The Customer Service Agreement shall contain the following minimum information, to the extent the same is applicable:

2.2.1. the express incorporation of this MSA by reference;

2.2.2. a list and description of the applicable Software;

2.2.3. Subscription Term;

2.2.4. Customizations and custom application programming interfaces ("APIs") if any, to the Software and the terms and conditions upon which same will be provided;

2.2.5. the Fees, including onboarding fees, escrow agreement fees and implementation fees, as applicable;

2.2.6. the License Fee or Subscription Fee for the Software;

2.2.7. the Maintenance and Support Fee;

2.2.8. the site(s) at which the Software are permitted to be installed if Software is installed on Customer's premises;

2.2.9. the project schedule (which may include project implementation dates, installation dates, training session dates) for the Software;

Exhibit E

2.2.10. training, if applicable;

2.2.11. any other terms relating to the maintenance, enhancement or support of the Software; and

2.2.12. any special terms and conditions agreed upon by Versaterm and Customer.

3. Effective Dates.

3.1. This MSA shall have an initial term of three (3) years from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions under Section 19, and may be renewed for two consecutive additional one (1) year terms (each a "Renewal Term"), unless either Party provides a written termination notice to the other Party at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the "Term". Notwithstanding any termination or expiration of this MSA, the MSA shall continue to be in effect until the termination or expiration of the last effective Service Schedule.

3.2. Each Service Schedule will be effective from the date set out in such Service Schedule and for the term specified in that Service Schedule.

3.3. Upon expiration of each Subscription Term, unless otherwise specified in the applicable Service Schedule, all rights to access and use or the license to use Licensed Materials, as applicable, granted under such Service Schedule and this MSA may be renewed for additional one (1) year periods, and Versaterm will invoice Customer at the then-current subscription-based price for such additional Subscription Term year at Versaterm's then-current rates, subject to the cap set forth in Section 8.7 (or such other rates mutually agreed by the Parties), unless a Party provides written notice to the other Party to terminate at least thirty (30) days prior to the expiration of the Subscription Term or any renewal term.

4. License

4.1. Customer shall have the right to access and use or install and use the Licensed Materials solely as expressly granted or otherwise set forth in this MSA and the applicable Service Schedule.

4.2. Provided that Customer is not in default of payment, for the duration the Subscription Term, Versaterm hereby grants to Customer a revocable, limited, non-exclusive, non-sublicensable, non-transferable, and royalty-free license to access and use the

Exhibit E

Subscription Service or Licensed Materials identified the Service Schedule for Customer's operations.

4.3. Customer shall not:

4.3.1. use, reproduce, display, perform or otherwise exploit the Software except as expressly authorized in this MSA or in a Service Schedule;

4.3.2. copy any of the Software or User Documentation except as reasonably necessary to use the Software for its internal use as authorized herein or in a Service Schedule, and in all cases subject to the confidentiality provisions hereof, and provided that all copyright notices and any other proprietary notices are included;

4.3.3. assign this MSA or transfer, lease, export or grant a sublicence of the Software or the license contained in this MSA to any Person except as expressly authorized herein or in a Service Schedule;

4.3.4. decompile, disassemble, reverse engineer, or otherwise access or attempt to gain access to the Software's source code;

4.3.5. give any Person other than its employees, consultants, contractors and/or clients of Customer or other individuals listed pursuant to a Service Schedule access to the Software or;

4.3.6. rent or lend, with or without charge, any system which includes the Software to any Person including clients and customers;

4.3.7. operate at any time on a regular or irregular basis an online or offline customer service bureau involving the Software;

4.3.8. permit (and Customer shall take all necessary precautions to prevent) third parties (including, any parties affiliated or related to Customer) to use the Software in any way that would constitute a breach of this MSA or any Service Schedule;

4.3.9. use any APIs, other than the APIs expressly authorized for use by Versaterm, with the Software or use any authorized APIs in a manner that is not permitted or published by Versaterm;

4.3.10. remove or modify any proprietary marking or restrictive legends placed on the Licensed Materials;

Exhibit E

4.3.11. use any device, software, or routine to interfere with the proper working of the Software or to bypass any security features of the Software;

4.3.12. introduce into the Versaterm Platform any viruses, worms, defects, trojan horses, malware, or any items of a destructive nature; or

4.3.13. use the Software or Services in any way that would cause Versaterm to have unescorted access to unencrypted criminal justice information in violation of the FBI Criminal Justice Information Services Security Policy.

4.4. Customer shall be solely and exclusively responsible for the supervision, management, and control of Customer's and each of its Authorized User's use of the Licensed Materials and shall require each Authorized User to maintain all passwords and other access credentials with respect thereto.

5. Customer's Obligations

5.1. —reserved --.

5.2. Customer shall be fully responsible for the acts and omissions of all Persons that are authorized or otherwise allowed, by Customer, to use or have access to the Software and User Documentation.

5.3. Customer agrees to co-operate with and advise Versaterm of all information which would be reasonably required to permit Versaterm to deliver and, if applicable, install the Software. Customer shall respond promptly to any Versaterm request to provide information, approvals, authorizations or decisions that are reasonably necessary for Versaterm to provide the Software.

5.4. Subject to the terms and conditions of this MSA, each Service Schedule, and if applicable, each SOW, Customer shall provide Versaterm with all reasonable access, which may include remote access, and any necessary escorted supervision to Customer's systems and premises for the purpose of Versaterm performing its obligations pursuant to this MSA, and the failure of Customer to provide such access shall relieve Versaterm of its obligation to perform such obligations.

5.5. Customer shall notify Versaterm immediately of any actual or suspected unauthorized use of any identity, authentication, or authorization credentials for the Versaterm Platform.

6. Ownership

Exhibit E

6.1. Customer acknowledges and agrees that all rights, title and interests in and to the Licensed Materials, including all Intellectual Property embodied therein, are and shall at all times remain the exclusive property of Versaterm and that, except as expressly set forth herein, no rights, title or interests, including any license, is granted to Customer hereunder by implication, estoppel, or otherwise of any kind whatsoever in or to the Licensed Materials or any portion thereof, except, in each case, for the rights and licenses expressly granted to Customer herein. Customer further acknowledges and agrees that all Third Party Components are and shall at all times remain the property of the applicable Third Party Suppliers.

6.2. Customer shall not remove any Versaterm trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.

6.3. If Customer provides any feedback, comments, suggestions, ideas, descriptions of processes, or other information to Versaterm about or in connection with any Licensed Materials, including any ideas, concepts, know-how or techniques contained therein (collectively, "Feedback"), then Customer hereby grants Versaterm and its affiliates a worldwide, fully paid-up, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to Customer or any restriction or obligation on account of Intellectual Property Rights or otherwise. Without limiting the generality of the foregoing, nothing in this MSA limits Versaterm's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

7. Customer Data and Hosting Provider

7.1. Except as specified otherwise in the Agreement, Customer shall be solely responsible for providing, updating, uploading and maintaining all Customer Data.

7.2. Customer acknowledges and agrees that Versaterm: (i) will not be responsible for the accuracy, completeness or adequacy of any Customer Data or the results generated from any Customer Data uploaded to the Versaterm Platform and processed by the Software; (ii) has no control over any Customer Data or the results therefrom; (iii) shall not access or monitor Customer Data; and (iv) if Software is installed on Customer premises, shall not be responsible to back up or maintain any back up of the Customer Data or any portion thereof.

8. Fees and Payment Terms

8.1. All Fees applicable to a Service Schedule will be specified therein. All amounts invoiced and due in accordance with the payment terms of the applicable Service Schedule shall be paid by Customer within 45 days of the date of an invoice for such amounts.

Exhibit E

8.2. Any additional services, such as Professional Services or Customizations, requested by Customer shall be subject to additional Fees, unless otherwise agreed to in writing by the Parties.

8.3. All invoices under a Service Schedule will be in writing, reasonably substantiate the charges set out therein and will be emailed by Versaterm to Customer at email address specified in the applicable Service Schedule or may be submitted through an alternative electronic platform as agreed to between the Parties (i.e.: Customer's portal) as identified in the applicable Service Schedule.

8.4. Reserved.

8.5. In all cases, all undisputed amounts due under this Agreement will be paid by Customer in full without any withholding, set-off, counterclaim or deduction.

8.6. If, acting in good faith, Customer disputes any item within an invoice, it shall raise such dispute by written notice to Versaterm prior to the date that payment on such invoice is due, and the Parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the dispute is not resolved within thirty (30) days of the said notice being given, the dispute shall be resolved in accordance with Section 33. Any amounts not disputed in accordance with this section shall be deemed accepted and must be paid by Customer in accordance with Section 8.1.

9. Taxes.

    In addition to all charges under a Service Schedule, Customer shall pay to Versaterm all taxes, duties, and other such assessments or charges which may be assessed, levied, or imposed with respect to any Software, services or products provided under a Service Schedule, except taxes based on Versaterm's income and capital. The foregoing provision includes sales, use, service, excise and personal property taxes, whether collected or withheld by Versaterm or otherwise assessed, and any penalty and interest payments related to the foregoing (which penalty and interest payments are not due to any fault on the part of Versaterm) but does not include taxes for which Customer is exempt by law and for which Customer has provided to Versaterm a bona fide tax exemption certificate prior to such tax becoming due.

10. Confidentiality

    10.1. Each Party acknowledges that all Confidential Information consists of confidential and proprietary information. Except as required by law, each Party shall hold Confidential Information of the other Party in trust and confidence for and on behalf of such other Party,

Exhibit E

and shall take commercially reasonable measures to maintain the confidentiality of the Confidential Information, which measures shall in any event be no less than what such Party would implement to protect its own Confidential Information of a similar nature or value. Each Party agrees not to make use of Confidential Information other than to the extent necessary for the exercise of rights or the performance of obligations under this MSA or any Service Schedule, and not to release, disclose, communicate or otherwise make it available to any third-party other than officers, directors, employees, consultants and contractors of Versaterm or Customer, as applicable, who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this MSA or any Service Schedule.

10.2. Each Party agrees that any breach of this Section 10 ("Confidentiality") may give rise to irreparable damage to the other Party, the injury to the other Party from any such breach would be difficult to calculate, and that money damages would therefore be an inadequate remedy for such breach. Each Party agrees that the other Party will be entitled, in addition to all other remedies that the other Party may have under this MSA, at law or in equity, and without showing or proving any actual damage sustained by it, to a permanent or temporary injunction or other order to restrain any breach, threatened breach or the continuation of any breach of this Section 10.

10.3. Upon the termination or expiration of each Service Schedule, each Party will return to the other Party all Confidential Information with respect to such Service Schedule which is then in its possession or control.

10.4. Notwithstanding the above, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm, saved as part of routine back-ups or as otherwise may be required by law.

11. Representations and Warranties of Versaterm.

Versaterm represents and warrants as follows:

11.1. Versaterm has the power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Versaterm have been duly authorized by Versaterm. This MSA has been duly executed and delivered by Versaterm and is a valid and binding obligation of Versaterm, enforceable in accordance with its terms;

11.2. Neither the entering into of this MSA, nor the performance by Versaterm of any of its obligations under this MSA will contravene, breach, or result in any default under any

Exhibit E

organizational documents of Versaterm or under any agreement to which Versaterm is a party or by which Versaterm is otherwise bound; and

11.3. Versaterm will use commercially reasonable efforts to ensure that all Software delivered to Customer is, at the time of shipment, free of any known computer software viruses.

12. Representations and Warranties of Customer.

Customer represents, warrants, and covenants, as follows:

12.1. Customer has the corporate power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Customer have been duly authorized by Customer. This MSA has been duly executed and delivered by the Customer and is a valid and binding obligation of the Customer, enforceable in accordance with its terms; and

12.2. Neither the entering into of this MSA, nor the performance by Customer of any of its obligations under this MSA will contravene, breach, or result in a default under the articles, by-laws, constating documents or other organizational documents of Customer or under an agreement or regulatory policy to which the Customer is a party or by which Customer is otherwise bound.

13. Versaterm's Indemnity

13.1. Versaterm will defend at its own expense any claim, proceeding or suit (for purposes of this Section 13, a "Claim") brought against Customer to the extent such Claim alleges that any Licensed Materials provided under a Service Schedule infringes a proprietary right of a third-party which is enforceable within Canada or the United States, and will indemnify and pay all damages awarded against Customer by courts of competent jurisdiction on account of such infringement together with all reasonable costs and expenses (including reasonable legal fees as determined by courts of competent jurisdiction) incurred by Customer as a direct result of such Claim, provided Versaterm is given: (i) prompt written notice, however, no later than ten (10) business days, of the Claim; (ii) all reasonable information and assistance which it may require to defend the Claim; (iii) sole control of the defense of the Claim, and all negotiations for its settlement or compromise, provided that Customer's express prior written consent shall be required for any such settlement or compromise that (A) does not fully and irrevocably release all Customer Indemnitees from any liability of any kind a full release with respect thereto, or (B) that includes any admission of wrongdoing by or creates or is reasonably likely to create any reputational harm to any Customer Indemnitee; and provided further: (iv) that the alleged infringement does not result from any

Exhibit E

alterations, modifications or enhancements to the Software or Documentation made by Customer or on its behalf by a third-party, or the use or unreasonable operation of the Licensed Materials in combination with other software, products, data, apparatus or equipment not provided by Versaterm.

13.2. Notwithstanding anything to the contrary in this MSA or any Service Schedule, Versaterm shall not be responsible for any cost, expense or compromise incurred or made by Customer in respect of a Claim without Versaterm's express prior written consent.

13.3. If any Claim has occurred, or in Versaterm's opinion is likely to occur, Versaterm may, at its option and expense:

(i) procure for Customer the right to continue using the applicable Licensed Materials;

(ii) replace or modify the same so that it becomes non-infringing without loss of material functionality; or

(iii) if none of the foregoing alternatives is reasonably available, or available on commercially reasonable terms, a Versaterm's discretion, discontinue the Service and use of the Software and refund to Customer any pre-paid and unused portion of the Fees paid by Customer in respect of use of the Software for the remainder of the then-current portion of the Term.

13.4. Notwithstanding the above Versaterm shall have no obligation for any Claim based upon Third Party Components, which are warranted solely by the individual Third Party Supplier.

13.5. This Section 13 states the entire obligations of Versaterm with respect to any infringement of any Intellectual Property Rights of any third party.

14. Customer's Indemnity

Unless not permissible by law, Customer shall defend at its own expense any Claim brought against Versaterm, its affiliates or any of their respective directors, officers, employees, consultants, contractors or agents (each, a "Versaterm Indemnitee"), to the extent such Claim: (i) alleges, directly or indirectly, that any Customer Data infringes any Canadian or U.S. Intellectual Property Right of a third person; (ii) alleges, directly or indirectly, that Customer's use of the Software, services, or products violates or is contrary to applicable law or that this contract is unenforceable as a matter of policy, except however to the extent Versaterm is obligated to indemnify Customer pursuant to Section 13; provided that Customer is given:

i.   prompt written notice of the Claim or of any allegations or circumstances known to Versaterm which could result in a Claim;

Exhibit E

ii.   all reasonable information and assistance from Versaterm, at Customer's expense, which Customer may require to defend the Claim; and

iii.   sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof; provided that Versaterm's express prior written consent shall be required for any such settlement or compromise that (A) does not fully and irrevocably release all Versaterm Indemnitees from any liability of any kind a full release with respect thereto, (B) limits in any manner Versaterm's right to use, distribute or commercialize any Licensed Materials, or (C) that includes any admission of wrongdoing by or creates or is reasonably likely to create any reputational   harm   to   any   Versaterm   Indemnitee.

15. Exclusion of Other Warranties and Conditions

15.1. EXCEPT AS EXPRESSLY STATED IN THIS MSA, ANY SERVICE SCHEDULE, OR ANY SOW, THE LICENSED MATERIALS, THIRD PARTY COMPONENTS OR ANY SERVICES PROVIDED HEREUNDER, ANY SERVICE SCHEDULE OR ANY SOW ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. THE REPRESENTATIONS AND WARRANTIES GIVEN BY VERSATERM IN SECTION 11 ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO ANY LICENSED MATERIALS, THIRD PARTY COMPONENTS OR SERVICES PROVIDED UNDER THIS MSA, ANY SERVICE SCHEDULE OR ANY SOW, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. VERSATERM HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY COMPONENTS OR THE ACTS OR OMISSIONS (INCLUDING WITH RESPECT TO THE PROVISION OF ANY SERVICES) OF ANY THIRD PARTY SUPPLIER.

15.2. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF ANY SOFTWARE OR THIRD PARTY COMPONENTS, AND THE RESULTS OBTAINED FROM SUCH USE AND OPERATION, ARE AT THE SOLE AND EXCLUSIVE RISK OF CUSTOMER AND THAT VERSATERM ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY RELIANCE UPON THE RESULTS OBTAINED BY CUSTOMER OR ANY THIRD-PARTY.

16. Exclusion of Indirect Damages - Reserved.

17. Limitation of Direct Damages - Reserved.

Exhibit E

18. Insurance - Reserved

19. Termination.

In addition to any other rights or remedies hereunder:

19.1. Either party may terminate this MSA or any Service Schedule for convenience by providing thirty (30) days written notice to the other party;

19.2. Versaterm may terminate this MSA and/or any Service Schedule at any time on giving Customer notice in writing if: (i) Customer infringes any copyright or other Intellectual Property Right or other industrial or proprietary right of Versaterm; (ii) in Versaterm's reasonable judgment, Customer's use of the Software poses a security risk to the Software or any third party; (iii) Customer fails to pay in full any sum owed by it under this MSA or Service Schedule within 45 days of the due date therefor; or (iv) Customer fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (iv) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.

19.3. In the event Customer becomes unable to pay future amounts due under any Service Schedule or SOW due to a material reduction in or cancellation of public funding, Customer may terminate the applicable Service Schedule or SOW upon thirty (30) days' written notice to Versaterm.

19.4. Subject to applicable law, Customer may terminate this MSA immediately upon giving written notice to Versaterm if Versaterm: (i) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (ii) is unable to pay its debts as they mature; (iii) has a receiver and/or manager appointed over its assets or an application is made to do so; (iv) becomes bankrupt or insolvent or commits an act of bankruptcy or (v) Versaterm fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (v) above, such failure continues for a period of thirty (30) days after delivery of written notice by Customer to Versaterm requiring Versaterm to cure such failure.

20. Orderly Termination

20.1. Upon any termination or other expiration of a Service Schedule or SOW or this MSA, each Party shall promptly return to the other Party all Confidential Information, documentation, papers, material, and other property of the other Party in its possession or control.

Exhibit E

20.2. In addition to the obligations in Section 20.1 above, upon termination of a Service Schedule or upon expiration of the License Term for Software which is not renewed in accordance with the Service Schedule, Customer shall:

20.2.1. immediately discontinue use of the Licensed Materials;

20.2.2. ensure that all Persons using the Licensed Materials pursuant to this MSA cease all use thereof;

20.2.3. promptly (and in any event within five (5) business days) return to Versaterm all copies of the Licensed Materials in its (or any Authorized Users' or other Persons' to whom it provided access to any Licensed Materials) possession or control;

20.2.4. permanently erase all Licensed Materials, in whole or in part, from all computer systems, storage devices and other electronic recording systems in Customer's possession or control and cause each Authorized User and each other Person to whom it provided access to any Licensed Materials to do the same;

20.2.5. deliver within thirty (30) calendar days of such termination or expiration a certificate certifying that Customer and all such Persons to whom Customer has provided access to any Licensed Materials have complied with the terms of this Section 20.2, as applicable; and

20.2.6. pay Versaterm the full amount of any charges outstanding for any Professional Services performed, as of the date of termination, if any,.

21. Suspension

If Customer has materially violated the MSA or any Service Schedule, including failure to pay any Fees or any portion thereof when due (other than invoiced amounts disputed in good faith pursuant to Section 8.6), Versaterm may immediately suspend Customer's and each of its Authorized Users' right to access or use any Licensed Materials (including access to the Versaterm Platform) or receive any Services.

22. Relationship

This MSA and each Service Schedule and SOW are agreements between separate legal entities and neither Party is the agent, employee, or partner of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any Service Schedule with a third-party or to incur any obligation or liability on behalf of the other Party.

Exhibit E

23. Notices. - Reserved

24. Waiver.

Any waiver of, or consent to depart from, the requirements of any provision of this MSA or a Service Schedule or SOW shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this MSA shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. No amendment or variation to this MSA shall be effective unless signed in writing by both Parties.

25. Assignment.

Customer may not assign any rights or benefits under this MSA (including any Service Schedules or SOWs), in whole or in part, to any Person without the express prior written consent of Versaterm. Versaterm may assign its rights and benefits under this MSA (including any Service Schedules or SOWs) to any Person with written notice to the Customer if such assignment is due to a corporate restructure, merger, or acquisition.

26. Force Majeure.

Except as expressly provided otherwise in a Service Schedule, dates and times by which Versaterm or Customer is required to render performance (other than dates and times for payment of money) under a Service Schedule or SOW shall be postponed to the extent and for the period of time that Versaterm or Customer, as the case may be, is prevented from meeting them by reason of fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed, provided the Party prevented from rendering performance notifies the other Party promptly and in detail of the commencement and nature of such a cause, and provided further that such Party uses its commercially reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

27. Severability.

If any provision of this MSA or any Service Schedule or SOW is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is taken,

Exhibit E

that provision shall be deemed to be severed herefrom, and the remaining provisions of this MSA, Service Schedule or SOW shall not be affected thereby and shall remain valid and enforceable.

28. Survival.

All obligations accrued to the date of termination as well as the Sections of this MSA listed below shall survive the termination of this MSA and any Service Schedule or SOW made pursuant to this MSA for as long as necessary to permit their full discharge: 1, 4.2, 6, 8, 9, 10, 13, 14, 15, 16, 17, 20, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42.

29. Headings

Section headings used in this MSA or any Service Schedules or SOWs are for convenience of reference only and shall not be construed as defining, limiting, or describing the scope or intent of this MSA or of the Service Schedule or SOW, as applicable.

30. Currency

Unless otherwise specified, all references to monetary amounts, including the symbol "$", are in respect of American Dollars.

31. Benefits

This MSA and any Service Schedule or SOW made pursuant to this MSA shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

32. Interpretation

In this MSA and each Service Schedule, words in the singular number include the plural and vice versa; words in the masculine gender include the feminine and neutral genders.

33. Good Faith Discussions

Prior to the commencement of any legal proceeding under this MSA or any Service Schedule or SOW, all claims must be raised for good faith discussion between authorized representatives of both Parties with authority to resolve the dispute. Should the claims not be resolved within thirty (30) days of the date of the first request such discussion, each Party shall be free to pursue its legal remedies pursuant to the terms of this MSA.

34. Amendments.

Exhibit E

None of this MSA, and Service Schedule or any SOW shall be changed or amended except in writing by an amendment executed by authorized representatives of each Party.

35. Governing Law.

35.1 This MSA, each Service Schedule and each SOW as well as any matters relating to this MSA, any Service Schedule or any SOW, shall be construed and governed by and in accordance with the laws of the State or Province of the Customer and the applicable federal laws of the Customer's country (excluding any conflict of laws rule or principles that might refer such construction to the laws of another jurisdiction).

35.2 Notwithstanding the above, if the Customer is located outside of North America, this MSA, each Service Schedule and each SOW as well as any matters relating to this MSA, any Service Schedule or any SOW, shall be construed and governed by and in accordance with the laws of the State of Delaware and the applicable federal laws of the United States of America (excluding any conflict of laws rule or principles that might refer such construction to the laws of another jurisdiction).

36. Entire Agreement.

36.1. This MSA, together with Customer's Service Agreement, each Service Schedule and SOW and all schedules attachments and exhibits hereto and thereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, negotiations, undertakings, and discussions, whether oral or written, are superseded by this MSA and there are no warranties, representations, or covenants between the Parties in connection with this MSA, except as specifically set forth or referred to in this MSA.

36.2. Each Party acknowledges that it has not been induced to enter into this MSA or any Service Schedule by any representations, warranties or covenants not expressly stated herein or therein.

36.3. The Parties agree that any terms or conditions set forth in a purchase order, acknowledgement or any other document or response issued by Customer shall not apply to this MSA or any Service Schedule or SOW shall be deemed automatically rejected by Versaterm without need of any further or additional notice of rejection and void and of no effect.

37. Consultants and Agents.

Customer shall ensure that its employees, consultants, contractors and agents comply with the terms and conditions of this MSA and any Service Schedule or SOW to the extent that such

Exhibit E

Persons are entitled or obligated under the terms hereof or thereof to exercise any rights or perform any obligations hereunder or thereunder. Customer shall be responsible for the actions of all such employees, consultants, contractors and agents.

38. Publicity/Press Releases.

Versaterm may reference the existence of this MSA and the business relationship between the Parties for the purposes of: (a) issuing press releases to announce the beginning or continuation, as applicable, of the business relationship between the Parties; or (b) referencing Customer as a customer of Versaterm including in Versaterm's customer list and other marketing materials.

39. Counterparts.

This MSA, any Service Schedule and any SOW or part thereof or attachment thereto may be executed in any number of counterparts and by exchange of signature pages by electronic mail or by any other electronic means. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement. The execution of this MSA, any Service Schedule or SOW by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the parties hereto. Such electronic signatures may be used by the parties in lieu of the original signature page[s] of this MSA, any Service Schedule or SOW for any and all purposes.

40. United Nations.

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 shall not apply to this MSA.

41. Extending pricing

Subject to Versaterm's discretion, Customer may extend pricing, terms and conditions of this Agreement to other governmental entities that have signed an intergovernmental agreement with the Customer to be system users.

42. Language

The Parties have expressly required that this MSA and all documents and notices relating hereto be drafted in English.

Exhibit F

FSO Technology Standards

1. Definitions

Capitalized terms used in this Exhibit F have the meanings set forth in this section 1.

(A) "**Agency Hosted**" means applications that are hosted by County.

(B) "**Authorized Persons**" means any and all of the Contractor's employees, subcontractors, representatives, agents, outsourcers, consultants, and providers of professional services to the Contractor

(C) "**CJIS**" stands for Criminal Justice Information Systems

(D) "**FSO**" means the Fresno County Sheriff's Office.

(E) "**Lifecycle**" means the active life of the Product before a declaration of End of Life.

(F) "**Product**" means the computer hardware, software, and services provided by Contractor.

(G) "**SaaS**" means 'Software as a Service' applications and infrastructure that are hosted by Contractor.

(H) "**SAML**" stands for Security Assertion Markup Language

(I) "**SSO**" stands for Single Sign-On

2. Information Technology Strategy

The overall IT strategy of the Fresno Sheriff's Office includes managing systems that are expandable and serviceable by Sheriff's Information Technology personnel. Sheriff's IT personnel shall be able to maintain systems without affecting functionality and systems shall remain scalable and flexible to adapt efficiently to changes in public safety needs. Systems shall be capable of supporting evolving technology environments and government security compliance.

3. Contractor Requirements

(A) Contractor agrees to comply with the personnel background clearance required by the FSO for any Authorized Persons that will have access to data or facilities

(B) Contractor shall not access any FSO data without prior notification to and/or authorization from FSO. Any unauthorized access to the data by the Contractor will be considered a security breach and Contractor shall notify the FSO IT Unit at (559) 600-8900 immediately upon discovery of such a security breach.

4. Product Requirements

In furtherance of the overall Information Technology Strategy, Contractor represents and warrants to the County that the Product shall:

(A) Be supported throughout its Lifecycle

Exhibit F

(B) Apply Agency Hosted or SaaS architecture only. If both are available from the Contractor, Sheriff's IT personnel will make the final determination on which system type is most appropriate at the time of deployment.

(C) Employ interface methods that support integration

(D) Provide County technical staff full administrative access to configuration tools.

(E) Provide access to an API, when available, that may be used by County technical staff to build interfaces as well as interfacing with other external agencies or County service providers.

(F) Utilize services that are compliant with CJIS Security Policy to ensure government and agency security and compliance requirements are met.

(G) Support a variety of modern web browsers, such as Google Chrome, Mozilla Firefox and Microsoft Edge

(H) Support client access through VPN connectivity or Microsoft Azure App Proxy

(I) Implement SSO using SAML 2.0 or OpenID Connect 1.0/OAuth 2.0

(J) Utilize role-based access control for users

(K) Provide Self-service event logging for on demand user and security audits

(L) Allow FSO IT unrestricted access to export (including bulk export) data via self-service.

5. Agency Hosted systems

Contractor represents and warrants to the County that its Agency Hosted architecture Product supports:

(A) The latest server and end-user operating systems

(B) Deployable runtimes through device management (e.g., SCCM/Intune/GPO)

(C) Access to all agency and configuration data

(D) Resilient deployment models to minimize downtime for updates and regular maintenance

(E) Centralized logging and audit systems

(F) Authentication through SAML/OIDC with support for multi-factor authentication when required and provide regular updates for deployed components.

(G) Deployment within a Kubernetes cluster, standard VMware vCenter environment or an industry standard IaaS solution.

(H) Functionality consistent with multiple data centers for redundancy, including potential cloud-based infrastructure, to minimize downtime.

(I) Use by multiple law enforcement agencies and share/restrict data access according to the source agency requirements and contractor licensing requirements.

Exhibit F

(J) Backup systems and processes that keep Product functional during the backup operation and generate data-consistent backup files while providing restore options down to the second for critical systems