

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.22**  
(ID # 24456)

**MEETING DATE:**

Tuesday, April 09, 2024

**FROM :** PROBATION:

**SUBJECT:** PROBATION DEPARTMENT: Approve the Professional Service Agreement with Codex Corporation dba Guardian RFID for Software, Hardware, Support, Web-Based Software for Inmate Management, Monitoring, and Tracking Solutions, effective upon signature for three years from the "Go-Live Date" in the aggregate amount of \$273,640, with the option to renew for an additional three year period in the aggregate amount of \$235,470 through 2030; All Districts; [Total Aggregate Cost \$509,110; Up to \$50,911 in Additional Compensation; 100% Probation Department Budget].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Professional Service Agreement with Codex Corporation dba Guardian RFID for Software, Hardware, Support, Web-Based Software for Inmate Management, Monitoring, and Tracking Solutions, effective upon signature of the parties, for an amount of \$273,640 for three years from the "Go-Live Date" defined therein, with the option to renew for one additional three-year period for an amount of \$235,470, for a total aggregate amount of \$509,110 through 2030, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the Agreement.

**ACTION:Policy**

  
Christopher Wright, Chief Probation Officer 3/11/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: April 9, 2024  
xc: Probation

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$116,660	\$78,490	\$509,110	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% Probation Budget			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24 – 29/30	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Currently, the Riverside County Probation Department (RCPD) is using the Guard 1 Wellness Check Tracking System throughout its Southwest Juvenile Hall, Alan M. Crogan Youth and Treatment Education Center, and Indio Juvenile Hall institutions. Due to its outdated technology, this current system poses limitations in terms of reporting metrics and inaccurate data collection which results in a time-consuming need for staff to create manual incident reports. Given these cumbersome limitations, RCPD has opted to replace its existing Guard 1 System Wellness Check Tracking System with the Mobile Command and Operational Intelligence systems provided by vendor, Codex Corporation (dba Guardian RFID).

Guardian RFID's mobile command system provides RCPD personnel with an array of real-time, cloud-based client monitoring applications available for use via handheld mobile devices. The mobile command system allows RCPD personnel to perform timestamped wellness checks, client movement logs, and client behavioral logs from any location within their assigned facility. Additionally, the mobile command system has the ability to log client meals, recreation times, and medication statuses—allowing RCPD staff to keep real-time records for clients as they are conducted.

Supplementing the mobile command system is Guardian RFID's operational intelligence module. This module works in conjunction with the mobile command system by providing RCPD personnel and administrators with data analysis dashboards and reporting metrics that assist RCPD in providing optimal client care. Both systems are able to provide client monitoring services for clients, regardless of the facility they are located in and offers RCPD scalability to meet operational needs.

By implementing the Guardian RFID Mobile Command and Operation Intelligence systems, RCPD will be able to support accuracy, reporting, safety, and the overall performance of its staff within its facilities. This support promotes greater compliance, reduced client grievances, and serves to mitigate potential liability issues. Additionally, the implementation of the Guardian RFID system aligns with RCPD's innovation and best practices goals, outlined in its 2023 5-year strategic plan.

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**Impact on Residents and Businesses**

This Agreement will provide the necessary services to meet the operational processes for the RCPD.

**Additional Fiscal Information**

Funding for the Agreement will be budgeted through the normal County budget process. Funds for this agreement have been allocated for FY23/24. Budget adjustments will not be necessary.

**Contract History and Price Reasonableness**

The proposed Agreement with Guardian RFID represents its first engagement with RCPD, which if approved, is anticipated to span a course of approximately six (6) years for an aggregate not-to-exceed contract amount of \$509,110.

The pricing extended by Guardian RFID to RCPD is in line with that extended to Yuba County, who on May 5, 2022, opened Request for Proposal (RFP) #901633 for mobile real-time detention tracking systems. During RFP #901633, two vendors (Guard 1 and Guardian RFID), submitted proposals, and on July 6, 2022, a Notice of Intent to Award was issued by Yuba County that deemed Guardian RFID as the most responsible/responsive bidder.

**ATTACHMENTS:**

Professional Service Agreement for Software, Hardware, Support, Web-Based Software for Inmate Management, Monitoring, and Tracking Solutions Between County of Riverside and Codex Corporation dba Guardian RFID

  
\_\_\_\_\_  
Meghan Hahn, Director of Procurement

3/21/2024

  
\_\_\_\_\_  
Rebecca S. Cortez, Principal Management Analyst

4/1/2024

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel

3/26/2024

**PROFESSIONAL SERVICE AGREEMENT**

for

**SOFTWARE, HARDWARE, SUPPORT, WEB-BASED SOFTWARE FOR INMATE  
MANAGEMENT, MONITORING, AND TRACKING SOLUTIONS**

between

**COUNTY OF RIVERSIDE**

and

**CODEX CORPORATION dba GUARDIAN RFID**



APR 09 2024

3.22



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This Agreement (herein referred to as the "Master Agreement") is made and entered into this 18<sup>th</sup> day of March, 2024, by and between Codex Corporation dba Guardian RFID, a Minnesota corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined, priced, and specified in Exhibit A-Guardian RFID System Addendum, and Attachment I, HIPAA Business Associate Attachment to the Master Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Master Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY.

**1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Master Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit A. CONTRACTOR is not to perform services or provide products outside of the Master Agreement unless mutually agreed upon in writing.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Master Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Master Agreement. In the event of any conflict between the terms of conditions included in Exhibit A-Guardian RFID System Agreement and the Master Agreement, the relevant provisions of the Master Agreement will prevail.

**2. Period of Performance**

**2.1** This Master Agreement shall be effective upon signature of this Master Agreement by both parties and continues in effect through dates outlined in Exhibit A. Section 18(a) Term and Termination, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Master Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit A, Section 10. Fees and

Payment Terms and Addendum B Fee Payment Schedule, Maximum payments by COUNTY to CONTRACTOR shall not exceed a total aggregate contract amount of five hundred nine thousand, one hundred ten dollars (\$509,110), including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit A, Section 10 Fees and Payment Terms or Addendum B Fee Payment Schedule, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Master Agreement.

**3.2** No price increases will be permitted during the first year of this Master Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Master Agreement. The net dollar amount of profit will remain firm during the period of the Master Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Master Agreement, send the original and duplicate copies of invoices to:

County of Riverside Probation Department

P.O. Box 833

Riverside, CA 92502

Attn: Accounts Payable

Email: [acctpayable@rivco.org](mailto:acctpayable@rivco.org)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Master Agreement number (PRARC-20938-001-001-01/28); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Master Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Master Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Master Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent, and/or designee, are the only authorized COUNTY representatives who may at any time, by written order, alter this Master Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Master Agreement, CONTRACTOR and COUNTY shall negotiate an equitable adjustment in the Master Agreement price or delivery schedule, or both, and the Master Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Master Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Master Agreement even if there has been a change.



**5. Termination**

**5.1.** COUNTY may terminate this Master Agreement without cause upon sixty (60) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon fifteen (15) days written notice terminate this Master Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Master Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Master Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY, any materials, reports or other products that have been provided and paid for by COUNTY. CONTRACTOR shall not be obligated to provide any intellectual property, equipment, advice, or any other items beyond what has been specifically furnished to and paid for by COUNTY, which, if the Master Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Master Agreement.

**5.5** CONTRACTOR's rights under this Master Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Master Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Master Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Master Agreement. CONTRACTOR shall not be obligated to provide any intellectual property, equipment, advice, or any other items beyond what has been specifically furnished to and paid for by COUNTY.

**5.6** If the Master Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the

COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Master Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Master Agreement shall be the sole property of the COUNTY subject to the scope of the license granted herein (and as attached as Exhibit A hereto) The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate within the scope of the license attached as Exhibit A, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY. Ownership and the right to edit or create derivatives from such materials, reports, or products are not granted to the COUNTY beyond what is expressly allowed within the scope of the license attached as Exhibit A hereto.

**7. Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Master Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Master Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Master Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Master Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Master Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Master Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Master Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Master Agreement; and/or (2) reduce the Master Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Master Agreement for default and charge to CONTRACTOR any costs reasonably incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Master Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Master Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Master Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly

understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Master Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Master Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Master Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Master Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Master Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate Master Agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR



immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Master Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Master Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Master Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Master Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Master Agreement, or for parties named in the proposal and agreed to under this Master Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Master Agreement, which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Master Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Master Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Master Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Master Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Master Agreement to other California-based political entities, special districts, and related non-profits, subject to the following limitations:

- (i) It is understood that other entities shall make purchases in their own name under a separate agreement, make direct payment, and be liable directly to the CONTRACTOR;
- (ii) COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases; and
- (iii) The CONTRACTOR's obligation to extend pricing, terms, and conditions to other entities is voluntary and discretionary, and CONTRACTOR reserves the right to refuse any such request without incurring any liability or obligation.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Master Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California

Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Master Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Master Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Master Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Master Agreement as may be reasonably requested by COUNTY. All such provided books, documents and records shall be kept confidential and not used or disclosed to any third parties except to the extent permitted by applicable law.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Master Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Master Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Master Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Master Agreement or authorized in advance in writing by the COUNTY, any such information to

anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Master Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Master Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Master Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Probation Department (Contracts and Grants)  
3960 Orange Street, Suite 600  
Riverside, CA 92506

**CONTRACTOR**

CODEX CORPORATION dba  
GUARDIAN RFID  
6900 Wedgwood Rd. N, Suite 325  
Maple Grove, MN 55311

**19. Force Majeure**

If either party is unable to comply with any provision of this Master Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Master Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support



enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Master Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Master Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Master Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Master Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Master Agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Master Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Master Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such

requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Master Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Master Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Master Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Master Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Master Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Master Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Master Agreement.

7) The insurance requirements contained in this Master Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Master Agreement.

#### **E. Insurance Requirements for IT Contractor Services**

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Master Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information



theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Master Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Master Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Master Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Master Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Master Agreement.

**23.3** In the event the CONTRACTOR receives a payment under this Master Agreement, which is later disallowed by COUNTY for material noncompliance with the terms of the Master Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Master Agreement or agreed upon in writing signed by both CONTRACTOR and COUNTY.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other Master Agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Master Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Master Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Master Agreement. It is expressly understood and agreed that any equipment, products, materials, or services sourced from any party other than CONTRACTOR shall not be subject to support, warranty, or any obligation under this Agreement, and the COUNTY acknowledges and accepts full responsibility for such acquisitions.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Master Agreement, including, if stated in the Master Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).


**23.11** This Master Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Master Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Master Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


**23.12** This Master Agreement, including any attachments or exhibits, constitutes the entire Master Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Master Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**23.13** This Master Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Master Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Master Agreement. The parties further agree that the electronic signatures of the parties included in this Master Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Master Agreement.

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

**CODEX CORPORATION dba  
GUARDIAN RFID**, a Minnesota  
corporation

By:   
Chuck Washington, Chairman  
Board of Supervisors

By:   
Name: Paul Baze  
Title: Director of Sales

Dated: 4/09/2024

Dated: 3-18-2024


**ATTEST:**

Kimberly Rector  
Clerk of the Board

By:   
Deputy

**APPROVED AS TO FORM:**

Minh C. Tran  
County Counsel

By:   
Lisa Sanchez  
OR Deputy County Counsel

Dated: 3/24/24

APR 09 2024 3.22



**EXHIBIT A – GUARDIAN RFID SYSTEM ADDENDUM – LEASED DEVICES**

THIS GUARDIAN RFID SYSTEM ADDENDUM – LEASED DEVICES (the “Addendum”) is governed by and subject to the terms and conditions of the preceding Professional Service Agreement (“Master Agreement”). In the event of any conflict between this Addendum and the Master Agreement, the relevant provision of the Master Agreement will prevail.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the “GUARDIAN RFID System”), and the Customer desires to implement the GUARDIAN RFID System by licensing the software, leasing GUARDIAN RFID Mobile Devices and GUARDIAN RFID Mobile Device Accessories included within the definition of Hardware, purchasing the remaining portion of the Hardware, purchasing support services, and obtaining rights to use the web-based software as a service platform.

NOW THEREFORE, the parties agree as follows:

**1. DEFINITIONS**

- (a) “Acceptance Criteria” has the meaning provided in Section 9(c)(i).
- (b) “Additional Modules” means modules that offer additional features to the GUARDIAN RFID and which may be purchased by the Customer either at the time of the original implementation of the GUARDIAN RFID System or during the Term of the Addendum. The list of Additional Modules available as of the Effective Date is included in Addendum A; however, new Additional Modules may become available during the Term of the Addendum as GUARDIAN RFID develops new products.
- (c) “Master Agreement” means the terms and conditions, acknowledged and agreed to by GUARDIAN RFID, to which this Addendum is attached as Exhibit A.
- (d) “Addendum” has the meaning provided in the recitals.
- (e) “Authorized Customer Personnel” means any Customer Personnel who need to use the GUARDIAN RFID System in the performance of their duties or collaboration with the Customer, who have agreed to abide by the terms of this Addendum and who have agreed in writing to be bound by the terms of the Confidentiality provisions of this Addendum in Section 15, either by means of an agreement directly with GUARDIAN RFID or pursuant to an agreement with the Customer which restricts the use of the Confidential or Proprietary Information received as an employee, partner, member, owner, or affiliate of the Customer. In no case will the term “Authorized Customer Personnel” include any competitor of GUARDIAN RFID.
- (f) “Authorized GUARDIAN RFID Personnel” means GUARDIAN RFID Personnel who provide services to the Customer under the terms of this Addendum. Customer, at its discretion, may approve or remove Guardian RFID Personnel providing services.
- (g) “Complete End User Training” has the meaning provided in Section 7(b)(i).
- (h) “Confidential or Proprietary Information” means any information or data disclosed by either GUARDIAN RFID or the Customer to the other party, including, but not limited to, the terms of this Addendum, negotiations and discussions relating to this Addendum, and any of the following which relate directly or indirectly to the Disclosing Party’s products, services, or business:



- (i) technology, ideas, concepts, drawings, designs, inventions, discoveries, improvements, patents, patent applications, specifications, trade secrets, prototypes, processes, notes, memoranda, and reports; or
- (ii) visual representations concerning the Disclosing Party's past, present or future research, technology, know-how, and concepts; or
- (iii) computer programs, software code, written documentation, products, information concerning vendors, members, customers, prospective customers, employees and prospective employees, market research, sales and marketing plans, distribution arrangements, financial statements, financial information, financing strategies and opportunities, and business plans.

In addition, the term "Confidential or Proprietary Information" shall include any information disclosed pursuant to any confidentiality or nondisclosure agreement entered by the parties in contemplation of entering the business relationship evidenced by this Addendum.

- (i) "Correction Notice" has the meaning provided in Section 9(c)(ii).
- (j) "Correction Testing Period" has the meaning provided in Section 9(c)(iii).
- (k) "Customer" means the County of Riverside on behalf of its Probation Department.
- (l) "Customer Indemnified Claim" has the meaning provided in Section 17(a).
- (m) "Customer Indemnified Parties" has the meaning provided in Section 17(a).
- (n) "Customer Information" means all Confidential or Proprietary Information disclosed by the Customer to GUARDIAN RFID in connection with, in contemplation of entering, or under this Addendum.
- (o) "Customer Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of the Customer.
- (p) "Customer Project Manager" means the person authorized by the Customer to serve as the primary point of contact for project management with GUARDIAN RFID as specified in Section 14(b).
- (q) "Customer's Third-Party Hardware" means any hardware, equipment, and other tangible items used by the Customer that is not specified to be provided by GUARDIAN RFID under the terms of this Addendum, including, but not limited to, networking equipment (including Wi-Fi), workstations, servers for third-party systems, mobile workstations, and laptops.
- (r) "Customer's Third-Party Software" means any software that is not specified to be provided by GUARDIAN RFID under the terms of this Addendum, including, but not limited to, operating systems, Internet browsers, plug-ins, content-viewing applications, software frameworks for downloaded content, productivity software, and enterprise software (including, but not limited to, jail, records, offender, medication, prescription, and case management systems).
- (s) "Defended by GUARDIAN RFID™ Seal" has the meaning provided in Section 14(o).
- (t) "Disclosing Party" means a party to this Addendum that discloses its Confidential or Proprietary Information to the other party to this Addendum.

- (u) "Documentation" means all documentation and other materials (including manuals, instructions, training materials, specifications, advertising brochures, promotional materials, flow charts, logic diagrams, and other support materials) relating to the operation and functionality of the GUARDIAN RFID Software and GUARDIAN RFID OnDemand.
- (v) "Effective Date" means the date the Master Agreement is signed by both parties.
- (w) "Extended Term" has the meaning provided in Section 18(a).
- (x) "Extended Term Replacement Period" has the meaning provided in Section 8(e)(ii).
- (y) "Force Majeure Event" means an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, strikes or lockouts of third parties, widespread illness or pandemics, or electrical, internet, or telecommunication outage that is not caused by the obligated party.
- (z) "Go-Live" or "Goes-Live" means the use of the GUARDIAN RFID System as a live, non-test-bed system, which can be exhibited by events such as the completion of the first real-world log entry (e.g., cell check, offender movement, etc.) or a similar event or inmate activity dealing with real-world use.
- (aa) "Go-Live Date" means the latest to occur of (i) the date of the Installation Notice, or (ii) if any, the date of the last Subsequent Installation Notice. For clarity, the official Go-Live Date will be identified in the first invoice sent by GUARDIAN RFID to the Customer after the GUARDIAN RFID System Goes-Live.
- (bb) "Go-Live Support" has the meaning provided in Section 7(b)(ii).
- (cc) "GUARDIAN RFID" has the meaning provided in the recitals.
- (dd) "GUARDIAN RFID Indemnified Claim" has the meaning provided in Section 17(b).
- (ee) "GUARDIAN RFID Indemnified Parties" has the meaning provided in Section 17(b).
- (ff) "GUARDIAN RFID Information" means Confidential or Proprietary Information disclosed by GUARDIAN RFID to the Customer in connection with, in contemplation of entering, or under this Addendum, including, but not limited to, all Documentation.
- (gg) "GUARDIAN RFID Mobile Device" has the meaning in the quote provided in Addendum A.
- (hh) "GUARDIAN RFID Mobile Device Accessories" means the batteries, hand straps and pins, protective bumpers, battery covers, and other similar peripherals for the GUARDIAN RFID Mobile Device, except that the term expressly excludes the GUARDIAN RFID Mobile Device Charging Station.
- (ii) "GUARDIAN RFID Mobile Device Charging Station" means the charging cradle and cradle power adapter for the GUARDIAN RFID Mobile Device.
- (jj) "GUARDIAN RFID OnDemand" means the web-based software as a service platform provided by GUARDIAN RFID to the Customer that is used by the Customer to access the server database

that hosts the information collected by the GUARDIAN RFID System, and is identified as "Platform" under the "Product Family" column of the quote provided in Addendum A.

- (kk) "GUARDIAN RFID Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of GUARDIAN RFID.
- (ll) "GUARDIAN RFID Project Manager" means the person authorized by GUARDIAN RFID to serve as the primary point of contact for project management with the Customer as specified in Section 6(a).
- (mm) "GUARDIAN RFID Software" means the computer programs in object code form and any Updates, enhancements, modifications, revisions, additions, replacements, or conversions thereof owned by GUARDIAN RFID, and either identified as "Software" under the "Product Family" column of the quote provided in Addendum A, installed to enable use of GUARDIAN RFID OnDemand, or subsequently licensed to the Customer. GUARDIAN RFID Software specifically excludes any Third-Party Software and the Customer's Third-Party Software.
- (nn) "GUARDIAN RFID Software Materials" means the GUARDIAN RFID Software, the media containing the GUARDIAN RFID Software and the Documentation.
- (oo) "GUARDIAN RFID System" has the meaning provided in the recitals, and includes the GUARDIAN RFID Software licensed, the GUARDIAN RFID OnDemand platform licensed for access and use, Hardware sold or leased, Third-Party Software used, and services provided by GUARDIAN RFID to the Customer under this Addendum.
- (pp) "GUARDIAN RFID Trainers" has the meaning provided in Section 7(b).
- (qq) "Hardware" means all hardware, equipment, and other tangible items supplied to the Customer by GUARDIAN RFID under this Addendum and identified as "Hardware" under the "Product Family" column of the quote provided in Addendum A. Hardware specifically excludes the Customers' Third-Party Hardware.
- (rr) "Initial Term" has the meaning provided in Section 18(a).
- (ss) "Initial Term Fee" means the sum of the Initial Term Fee for Year One and the fee amounts listed in Addendum B for (i) Initial Term Fee for Year Two and (ii) Initial Term Fee for Year Three.
- (tt) "Initial Term Fee for Year One" means the sum of the fee amounts listed in Addendum B for (i) Contract Execution, (ii) Access to GUARDIAN RFID OnDemand prior to the Go-Live Date, (iii) Delivery of Hardware, and (iv) Go-Live Date.
- (uu) "Initial Term Replacement Period" has the meaning provided in Section 8(e)(ii).
- (vv) "Initial Training" has the meaning provided in Section 7(b).
- (ww) "Inmate Data" has the meaning provided in Section 11(e).
- (xx) "Installation Notice" has the meaning provided in Section 9(c)(i).
- (yy) "Kick-Off Meeting" has the meaning provided in Section 6(b).

- (zz) "Leased Hardware" means all Hardware leased to the Customer by GUARDIAN RFID under this Addendum, and is identified as "Leased Hardware" in Addendum A, except that such term will not include any GUARDIAN RFID Mobile Device Accessories.
- (aaa) "Notice of Non-Conformity" has the meaning provided in Section 13(a)(ii).
- (bbb) "Pre-Training Meeting" has the meaning provided in Section 7(a).
- (ccc) "Receiving Party" means the party to this Addendum that receives Confidential or Proprietary Information from the other party to this Addendum.
- (ddd) "Receiving Party Personnel" means any employees, partners, members, owners, or affiliates of the Receiving Party.
- (eee) "Refresher Training" has the meaning provided in Section 7(c).
- (fff) "Renewal Fee" means the sum of the fee amounts listed in Addendum B for (i) Renewal Fee for Extended Term Year One, (ii) Renewal Fee for Extended Term Year Two, and (iii) Renewal Fee for Extended Term Year Three.
- (ggg) "Service Level Agreement" means the agreement set forth in Addendum C.
- (hhh) "Statement of Work" means the expectations, if any, provided in Addendum D.
- (iii) "Subsequent Installation Notice" has the meaning provided in Section 9(c)(iii).
- (jjj) "System Administrator" means any person authorized by the Customer to serve as the primary point of contact for systems administration between the Customer and GUARDIAN RFID as specified in Section 14(c).
- (kkk) "Term" means the period beginning on the Effective Date and ending on the earliest to occur of (i) the expiration of the Initial Term plus the Extended Term pursuant to Sections 18(a) and 18(b), or (ii) a termination of this Addendum pursuant to Sections 18(b), 18(c), or 18(d).
- (lll) "Testing Period" has the meaning provided in Section 9(c)(i).
- (mmm) "Third-Party Software" means any software to be supplied by GUARDIAN RFID under this Addendum that is purchased or licensed from any source external to GUARDIAN RFID for use with or integration into the GUARDIAN RFID System. Third-Party Software specifically does not include the Customer's Third-Party Software.
- (nnn) "Update" means any revision, enhancement, update, correction, security device, limiting device, or other modification of the GUARDIAN RFID Software (other than an Upgrade) that GUARDIAN RFID releases or provides after the Effective Date. Such term specifically excludes Upgrades.
- (ooo) "Upgrade" means any commercially released version of the GUARDIAN RFID Software that GUARDIAN RFID releases after the Effective Date which adds new or changed functionalities or features to the GUARDIAN RFID Software or allows the GUARDIAN RFID Software to be compatible with another operating system, and new or enhanced products, modules, components, or applications offered by GUARDIAN RFID subsequent to the Effective Date that have a functionality similar to the GUARDIAN RFID Software.

## 2. LICENSE OF GUARDIAN RFID SOFTWARE MATERIALS

- (a) License Grant. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to the GUARDIAN RFID Software Materials, including any Additional Modules selected as indicated in Addendum A and any Updates provided pursuant to Section 8(a), allowing the Customer and its Authorized Customer Personnel to use solely for the Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Addendum, in the license amounts set forth in the "Quantity" column of the quote provided in Addendum A. The type of license granted—agency or per device—is described in the "Product" column of the quote provided in Addendum A. Agency licenses grant access to an unlimited number of Authorized Customer Personnel. Per device licenses grant one license per corresponding device purchased. The license granted does not grant the Customer the right to use the GUARDIAN RFID Software Materials except as set forth in this Addendum and does not grant to the Customer any ownership, title, or interest in the GUARDIAN RFID Software Materials, other than as specifically set forth in this Addendum.
- (b) Copies. The Customer may reproduce as many copies of the Documentation as the Customer reasonably deems appropriate to support its use of the GUARDIAN RFID System. The Customer must reproduce all confidentiality, proprietary, copyright, and similar notices and disclaimers on any copies made pursuant to this Section.
- (c) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for the GUARDIAN RFID Software provided under this Addendum, adapt the GUARDIAN RFID Software in any way, or use it to create a derivative work. GUARDIAN RFID will not be responsible in any way for performance of the GUARDIAN RFID Software if the GUARDIAN RFID has been modified, except as modified by GUARDIAN RFID.

## 3. SALE AND LEASE OF HARDWARE

- (a) Sale of Hardware. Subject to the terms of this Addendum, GUARDIAN RFID will sell, assign, convey, transfer, and deliver to the Customer, and the Customer will purchase, receive, and accept from GUARDIAN RFID, all right, title, and interest in and to the Hardware (other than Leased Hardware).
- (b) Lease of Hardware. Subject to the terms of this Addendum, during the Term GUARDIAN RFID will lease to the Customer, and the Customer will lease from GUARDIAN RFID, the Leased Hardware. If this Addendum is extended for the Extended Term pursuant to Section 18(a), then at the beginning of the Extended Term GUARDIAN RFID will replace the Leased Hardware that was leased at the beginning of the Term with new Leased Hardware.

## 4. USE OF THIRD-PARTY SOFTWARE

- (a) Third-Party Software. Subject to the terms of this Addendum, GUARDIAN RFID will install or otherwise allow the Customer to use the Third-Party Software as part of the GUARDIAN RFID System. The Customer's use of the Third-Party Software is subject to any terms and conditions set forth by the owner of the Third-Party Software.
- (b) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for any Third-Party Software provided under this Addendum, adapt the Third-Party Software in any way, or use it to create a derivative work.



## 5. GUARDIAN RFID ONDEMAND

- (a) Grant of Access. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to access and use GUARDIAN RFID OnDemand, including in connection with any Additional Modules selected as indicated in Addendum A, solely for the Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Addendum. The license granted does not grant the Customer the right to use GUARDIAN RFID OnDemand except as set forth in this Addendum and does not grant to the Customer any ownership, title, or interest in GUARDIAN RFID OnDemand, other than as specifically set forth in this Addendum. GUARDIAN RFID OnDemand will interact with the Customer's existing jail management system to automatically share inmate demographic and housing assignment data. The Customer is being granted access to GUARDIAN RFID OnDemand for an unlimited number of Authorized Customer Personnel. The System Administrator will be responsible for providing and removing access to GUARDIAN RFID OnDemand for Authorized Customer Personnel.
- (b) Restrictions on Usage.
- (i) GUARDIAN RFID reserves the right, in its sole discretion, to limit the Customer's and any Authorized Customer Personnel's use of GUARDIAN RFID OnDemand if GUARDIAN RFID determines that the Customer's or any Authorized Customer Personnel's use is inconsistent with this Addendum. Prior to limiting such use, GUARDIAN RFID shall provide notice to COUNTY specifying with reasonable particularity the claimed (a "Notice of Inconsistency") inconsistency and COUNTY will use reasonable efforts to correct the inconsistency.
- (ii) The Customer and any Authorized Customer Personnel may not use GUARDIAN RFID OnDemand for any purpose that is unlawful or that is prohibited by the terms of this Addendum. The Customer and any Authorized Customer Personnel may not attempt to gain unauthorized access to any part of GUARDIAN RFID OnDemand, other accounts, computer systems, or networks connected to any part of GUARDIAN RFID OnDemand through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through GUARDIAN RFID OnDemand.
- (iii) The Customer will not (A) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate GUARDIAN RFID OnDemand; (B) disassemble, decompile, or reverse engineer the software used to provide GUARDIAN RFID OnDemand, or copy or catalog any materials or information made available through GUARDIAN RFID OnDemand other than as permitted under this Addendum; or (C) take any actions, whether intentional or unintentional, that may circumvent, disable, damage, or impair GUARDIAN RFID OnDemand's control or security systems, or allow or assist a third party to do so.
- (iv) The Customer will not allow any party other than GUARDIAN RFID to, perform "write" operations directly to or on the GUARDIAN RFID OnDemand server or database, such as by using an open database connectivity driver, without the prior written consent of GUARDIAN RFID.

## 6. PROJECT MANAGEMENT

- (a) GUARDIAN RFID Project Manager. The GUARDIAN RFID project manager is Courtney Ganley ("GUARDIAN RFID Project Manager"). The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for implementation of the GUARDIAN RFID System.

- (b) GUARDIAN RFID System Configuration. After the Effective Date, the Authorized GUARDIAN RFID Personnel, under the direction of the GUARDIAN RFID Project Manager, will meet with Authorized Customer Personnel chosen by the Customer via online meeting in order to understand the Customer's operational needs and business rules (the "Kick-Off Meeting"). The Authorized Customer Personnel will inform the Authorized GUARDIAN RFID Personnel about the Customer's daily operations. The Authorized GUARDIAN RFID Personnel will use that information to identify how the GUARDIAN RFID System would best be configured to match and enhance the Customer's workflows. The Authorized GUARDIAN RFID Personnel will inform each System Administrator on configuration options, including user-definable tools, establishing and removing users, and setting user privileges. If the Customer desires that the Kick-Off Meeting be conducted at the Customer's premises, GUARDIAN RFID shall incur any and all expenses for Kick-Off Meeting, pursuant to Section 3.1 of the Master Agreement.
- (c) Implementation and Status Meetings. The GUARDIAN RFID Project Manager will develop and manage the implementation schedule and coordinate with the Customer Project Manager to keep the implementation of the GUARDIAN RFID System on track and on schedule. The GUARDIAN RFID Project Manager will conduct status meetings, as needed or as requested by the Customer, to provide the Customer with status reports.

## 7. TRAINING

- (a) Pre-Training Meeting. A pre-training meeting will be completed prior to the Complete End-User Training and Go-Live Support (the "Pre-Training Meeting"). The Pre-Training Meeting attendees should include the Customer Project Manager, each Systems Administrator, any Authorized Customer Personnel chosen by the Customer, the GUARDIAN RFID Project Manager, and Authorized GUARDIAN RFID Personnel chosen by GUARDIAN RFID. Attendees of the Pre-Training Meeting will review the Customer's use of the GUARDIAN RFID System and discuss all policy and procedure considerations. Additionally, Authorized GUARDIAN RFID Personnel will review frequently asked questions about the GUARDIAN RFID System. Information gathered during the Pre-Training Meeting will be used to customize the Complete End-User Training. The Authorized GUARDIAN RFID Personnel will include certified training instructors who will be available to answer questions asked by the Customer relating to the GUARDIAN RFID System.
- (b) Initial Training. Over the course of no more than 5 consecutive days, Authorized GUARDIAN RFID Personnel who are certified training instructors (the "GUARDIAN RFID Trainers") will conduct Complete End-User Training and Go-Live Support (the "Initial Training") as follows:
  - (i) Complete End-User Training. The GUARDIAN RFID Trainers will provide training to Authorized Customer Personnel that is focused on building proficiency and confidence using the GUARDIAN RFID System (the "Complete End-User Training"), including using the GUARDIAN RFID Software and GUARDIAN RFID OnDemand, logging a wide range of inmate activities, and assembling RFID wristbands. The Complete End-User Training will be conducted over up to 4 of the Initial Training days, with a maximum of two (2) classes per day (for a total of up to 8 classes). Each class will have a duration of approximately four (4) hours.
  - (ii) Go-Live Support. For 1 of the Initial Training days, which includes a maximum of eight (8) hours per day, the GUARDIAN RFID Trainers will be on the Customer's premises to provide support to the Authorized Customer Personnel by answering on-the-job questions that arise and reinforcing skills covered during the Complete End-User Training (the "Go-Live Support").

- (c) Refresher Training. After the Go-Live Date, live online classes to introduce additional Authorized Customer Personnel to the GUARDIAN RFID System or refresh existing Authorized Customer Personnel on best practices in using the GUARDIAN RFID System (the "Refresher Training") are available at no additional charge. If the Customer wants Refresher Training to be conducted at the Customer's premises, the Customer may purchase on-premises Refresher Training at the then-current list pricing.

**8. MAINTENANCE, SUPPORT, AND SERVICE LEVELS**

- (a) GUARDIAN RFID Software Updates. GUARDIAN RFID will make available to the Customer all Updates. Those Updates will be provided at no additional charge to the Customer, remain the property of GUARDIAN RFID, and will be licensed to the Customer as part of the GUARDIAN RFID Software under this Addendum. Updates will be provided on an as-available basis and, subject to Section 14(i), will be installed remotely by GUARDIAN RFID at a time chosen by GUARDIAN RFID, provided that GUARDIAN RFID has communicated that time via email or telephone call to an appropriate Customer contact at least twenty-four (24) hours prior to such Update installation date. The obligation of GUARDIAN RFID to provide Updates pursuant to this Section shall not extend to Upgrades, which the Customer may purchase by executing an amendment to this Addendum pursuant to Section 22(b).
- (b) GUARDIAN RFID OnDemand Hosting and Maintenance. GUARDIAN RFID will maintain the servers necessary to host GUARDIAN RFID OnDemand, allow the GUARDIAN RFID Software to interact with GUARDIAN RFID OnDemand, and store data under this Addendum.
- (c) Telephone and Email Support. GUARDIAN RFID will provide telephone and email support, available Monday-Friday during the hours of 8 a.m. to 5 p.m. Central time, excluding federal holidays, for the GUARDIAN RFID Software licensed under this Addendum and GUARDIAN RFID OnDemand and will maintain a support center database to track any reported issues. For weekends and federal holidays, GUARDIAN RFID will provide a contact number in the event of an emergency. Provided that Updates to the GUARDIAN RFID Software have been made available to the Customer, no support will be provided for any earlier version of GUARDIAN RFID Software if more than thirty (30) days have elapsed since GUARDIAN RFID provided the Customer with an end of life notice for that earlier version of the GUARDIAN RFID Software. In addition, the technical support for GUARDIAN RFID OnDemand does not include support for the Customer's jail management system unrelated to GUARDIAN RFID OnDemand, such as any of the Customer's Third-Party Software. The telephone and email support provided under this Section does not include custom programming services or training.
- (d) Service Levels. The expectations for GUARDIAN RFID OnDemand availability, recovery services, and incident response are as set forth in the Service Level Agreement in Addendum C.
- (e) Maintenance, Repair, and Replacement of Leased Hardware.
  - (i) Maintenance, Repair, and Replacement. GUARDIAN RFID will provide required maintenance and, if necessary, repair or replace any Leased Hardware at no additional charge to the Customer. GUARDIAN RFID will be solely responsible for processing and managing all requests for maintenance, repair, or replacement of Leased Hardware during the Term of this Addendum. The Customer will contact GUARDIAN RFID in accordance with Section 8(c) for all issues related to the Leased Hardware. After receiving a request related to Leased Hardware, GUARDIAN RFID will provide instructions to the Customer to follow for facilitating maintenance or, if necessary, a repair or replacement. Maintenance, repairs, and



replacements of Leased Hardware may take up to twenty (20) business days from the date of the request is received by GUARDIAN RFID until the product is returned to the Customer.

- (ii) Maximum Number of Replacements. During the Initial Term, each Leased Hardware item is subject to a maximum number of replacements (the "Initial Term Replacement Period"). If the Addendum renews for an Extended Term, the maximum number of replacements for any new Leased Hardware items provided in connection with such Extended Term will apply during the three-year period starting on the first day after the end of the Initial Term (the "Extended Term Replacement Period"). The maximum number of replacements for each Leased Hardware item during its respective warranty period will be as set forth in the quote provided in Addendum A.
- (iii) Exclusions. GUARDIAN RFID's maintenance, repair and replacement obligations do not apply to, and the Customer will be responsible for any expenses for, repair, replacement or maintenance of Leased Hardware that are necessitated by any one or a combination of the following:
  - (A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or
  - (B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.
- (iv) Costs and Shipping and Handling. All costs associated with maintaining, repairing, or replacing the Leased Devices will be assumed by GUARDIAN RFID, except that shipping and handling fees will be paid by the Customer.
- (f) Duration. GUARDIAN RFID will provide the support, repair, and replacements described in this Section 8 until this Addendum expires or is terminated.

## 9. DELIVERY AND ACCEPTANCE

- (a) Delivery of Software to the Customer. GUARDIAN RFID will deliver the GUARDIAN RFID Software Materials to the Customer, either physically or electronically, and install them for the Customer at a mutually agreeable time in the project timeline. In addition, GUARDIAN RFID will install any Third-Party Software on the Hardware for use as part of the GUARDIAN RFID System at a mutually agreeable time in the project timeline.
- (b) Delivery of Hardware to the Customer. GUARDIAN RFID will ship the Hardware to the Customer's facility at a mutually agreeable time in the project timeline. Any Hardware shipped will be via commercial carrier chosen by GUARDIAN RFID FOB destination, with the price included in the "Total Price" column of the quote provided in Addendum A.
- (c) GUARDIAN RFID System Acceptance.
  - (i) After GUARDIAN RFID provides notice to the Customer that the GUARDIAN RFID System has been successfully installed, which may be conveyed via email (the "Installation Notice"), the Customer will have thirty (30) days to test the GUARDIAN RFID System (the "Testing Period") to determine whether the GUARDIAN RFID Software operates in accordance with the Documentation (including the expectations, if any, set forth in the Statement of Work provided in Addendum D), that GUARDIAN RFID OnDemand is accessible and that all Hardware has been delivered (the "Acceptance Criteria").

- (ii) If, in the Customer's reasonable determination, the GUARDIAN RFID System does not satisfy the Acceptance Criteria, the Customer will give notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Testing Period specifying with reasonable particularity the reason the GUARDIAN RFID System does not satisfy the Acceptance Criteria (a "Correction Notice").
- (iii) GUARDIAN RFID will use reasonable efforts to correct any items specified in a Correction Notice and will provide notice to the Customer, which may be conveyed via email, when the Correction Notice has been addressed in a way that satisfies the Acceptance Criteria (a "Subsequent Installation Notice"). The Customer will have ten (10) days to test the GUARDIAN RFID System to determine whether it meets the Acceptance Criteria (a "Correction Testing Period"). If, in the Customer's reasonable determination, the GUARDIAN RFID System still does not satisfy the Acceptance Criteria, the Customer will provide another Correction Notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Correction Testing Period. GUARDIAN RFID will continue to use reasonable efforts to correct any items specified in any Correction Notice and send Subsequent Installation Notices to the Customer, which may be conveyed via email, until the GUARDIAN RFID System meets the Acceptance Criteria, which will be deemed to occur when a Correction Testing Period expires without receipt of a Correction Notice from the Customer. If, in the Customer's reasonable determination, the GUARDIAN RFID System does not satisfy the Acceptance Criteria within sixty (60) days of the first Correction Notice, then the Customer may, with notice to GUARDIAN RFID, deem the first Correction Notice to be a Notice of Non-Conformity which cannot be corrected for purposes of Section 13(a)(ii).

## 10. FEES AND PAYMENT TERMS

- (a) Fees. The Customer will pay GUARDIAN RFID the fees in the amounts specified in Addendum B.
- (b) Payment Terms. GUARDIAN RFID will invoice the Customer for amounts due under this Addendum after the occurrence of the applicable events specified in Addendum B and after the occurrence of any other events specified in this Addendum which require a payment from Customer to GUARDIAN RFID.
- (c) Taxes. Unless the Customer and/or the transaction is exempt from the following taxes as a governmental entity, the Customer will pay or reimburse GUARDIAN RFID for sales and use taxes, where applicable, and any other governmental charges levied, imposed, or assessed on the use of the GUARDIAN RFID System or on this Addendum, excluding, however, ordinary personal property taxes assessed against or payable by GUARDIAN RFID, taxes based upon GUARDIAN RFID's net income, and GUARDIAN RFID's corporate franchise taxes. GUARDIAN RFID will furnish to the Customer invoices showing separately itemized amounts due under this Section.
- (d) Additional Purchases. From time to time, additional Hardware (e.g., wristbands, RFID wall readers, GUARDIAN RFID Mobile Devices, GUARDIAN RFID Mobile Device Accessories, etc.) may need to be purchased or leased by the Customer in order to continue using the GUARDIAN RFID System. In addition, the Customer may choose to purchase Additional Modules. The purchases of some Hardware (e.g., GUARDIAN RFID Mobile Devices, etc.) and Additional Modules and the lease of additional Leased Hardware may require the purchase of additional licenses for GUARDIAN RFID Software and Third-Party Software. In the event of additional purchases of Hardware, Additional Modules, and any corresponding licenses and additional leases of Leased Hardware, the Customer shall acquire such additional Hardware, Additional Modules, Leased Hardware, and licenses directly from GUARDIAN RFID, and GUARDIAN RFID



will invoice the Customer for amounts due for such additional Hardware, Additional Modules, Leased Hardware, and corresponding licenses. The Customer will be responsible for paying amounts related to the purchases of additional Hardware, Additional Modules and corresponding licenses, and additional leases of Leased Hardware, in accordance with the provisions of Section 10 of this Addendum. The additional purchases and leases will be governed by the provisions of this Addendum and may also cause an increase in the Renewal Fee provided in Addendum B. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases and leases, which will automatically amend and replace Addendum B.

- (e) Change in Configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In the event that the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any Customer's Third-Party Software or Customer's Third-Party Hardware), and such changed configuration requires modifications to the GUARDIAN RFID System for the GUARDIAN RFID System to function with the changed configuration, the Customer will pay GUARDIAN RFID to perform the work needed to enable the GUARDIAN RFID System to function with the changed configuration. The amount paid by the Customer to GUARDIAN RFID will be as reasonably agreed to by the parties in writing prior to the Customer changing the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.

## 11. INTELLECTUAL PROPERTY RIGHTS

- (a) GUARDIAN RFID Intellectual Property. (Note that references to Guardian RFID have the same meaning as "Contractor" has in this Contract above.)
- (b) 0
  - (i) Except for the license rights expressly granted to the Customer under this Addendum, GUARDIAN RFID retain all right, title, and interests in and to the GUARDIAN or Guardian RFID Software Materials and GUARDIAN RFID OnDemand, including all worldwide technology and intellectual property and proprietary rights.
  - (ii) With the exception of the Hardware purchased pursuant to this Addendum, GUARDIAN RFID retains title to any other deliverables under this Addendum, including, but not limited to, all copies and audiovisual aspects of the deliverables and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the deliverables.
  - (iii) Any and all trademarks and trade names which GUARDIAN RFID uses in connection with this Addendum are and shall remain the exclusive property of GUARDIAN RFID. Nothing in this Addendum will be deemed to give the Customer any right, title, or interest in any trademark or trade name of GUARDIAN RFID.
  - (iv) All right, title, and interest in all derivative works, enhancements, and other improvements to the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and other GUARDIAN RFID intellectual property and all processes relating thereto, whether or not patentable, and any patent applications or patents based thereon, made or conceived during, and a result of, this Addendum shall be owned solely by GUARDIAN RFID. For the avoidance of doubt, GUARDIAN RFID will have all right, title, and interest in any modifications made to the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and other GUARDIAN RFID intellectual property to allow GUARDIAN RFID

intellectual property to function with Customer's intellectual property and Customer's Third-Party Software. The Customer will, at GUARDIAN RFID's request, cooperate with and assist GUARDIAN RFID in obtaining intellectual property for any derivative works, enhancements, or other improvements covered by this paragraph.

- (v) GUARDIAN RFID expressly reserves any rights not expressly granted to the Customer by this Addendum.
- (vi) The Customer shall not remove, efface, or obscure any confidentiality, proprietary, copyright, or similar notices or disclaimers from any GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, or any materials provided under this Addendum.
- (c) GUARDIAN RFID Information. GUARDIAN RFID retains ownership of all GUARDIAN RFID Information.
- (d) Customer Information. The Customer retains ownership of all Customer Information.
- (e) Inmate Data. The Customer owns any inmate management, monitoring, and tracking data collected as part of the GUARDIAN RFID System ("Inmate Data"). Prior to the expiration or termination of this Addendum, the Customer may access the Inmate Data by either running a report on GUARDIAN RFID OnDemand and exporting the Inmate Data, or requesting that GUARDIAN RFID run a report, at no additional expense to the Customer, and send the Customer the Inmate Data. Unless otherwise directed by the Customer, GUARDIAN RFID will maintain a copy of the Inmate Data for up to one (1) year after expiration or termination of this Addendum. Upon request of the Customer made within one (1) year after the expiration or termination of this Addendum, GUARDIAN RFID will run a report and send the Customer the Inmate Data in spreadsheet form.

## 12. REPRESENTATIONS OF GUARDIAN RFID

- (a) No Infringement. GUARDIAN RFID represents to the Customer that:
  - (i) GUARDIAN RFID owns or otherwise has rights in the GUARDIAN RFID Software Materials and has the full legal right to license the GUARDIAN RFID Software Materials in accordance with this Addendum; and
  - (ii) GUARDIAN RFID has no actual knowledge that the GUARDIAN RFID Software Materials infringe or misappropriate any patent, trademark, copyright, or any trade secret or proprietary right of any person or entity.
- (b) Condition of Purchased Hardware. GUARDIAN RFID represents to the Customer that, at the time of delivery, the Hardware purchased by the Customer pursuant to this Addendum will be new and unused and that the Customer will acquire good and clear title to such Hardware, free and clear of all liens and encumbrances.
- (c) Condition of Leased Hardware. GUARDIAN RFID represents to the Customer that, at the time of delivery, the Leased Hardware will be new and unused and that GUARDIAN RFID has the right to lease the Leased Hardware to the Customer on the terms set forth in this Addendum.

### 13. WARRANTIES

(a) GUARDIAN RFID Software.

(i) GUARDIAN RFID warrants to the Customer that, during the Term of this Addendum, the GUARDIAN RFID Software will operate in accordance with and otherwise conform to the Documentation, provided that (A) no party other than Authorized GUARDIAN RFID Personnel has altered any portion of the GUARDIAN RFID Software, (B) the GUARDIAN RFID Software is operated on the Hardware, and (C) the Customer has met its obligations under Section 14.

(ii) In the event of a claim by the Customer under this GUARDIAN RFID Software warranty, which claim should be made by notice to GUARDIAN RFID specifying with reasonable particularity the claimed non-conformity (a "Notice of Non-Conformity"), GUARDIAN RFID will use reasonable efforts to correct the non-conformity. If within sixty (60) days after receipt of the Notice of Non-Conformity from the Customer, GUARDIAN RFID shall not have either corrected the non-conformity or, in the case of a non-conformity which cannot be corrected in sixty (60) days, begun in good faith to correct the non-conformity, then the Customer's sole remedy under this warranty is to terminate the Addendum in accordance with the provisions of Section 18(d), in which case the Notice of Non-Conformity sent by the Customer pursuant to this Section will be deemed to be the notice required by Section 18(d). If the non-conformity which cannot be corrected occurs prior to the time the GUARDIAN RFID System meets the Acceptance Criteria pursuant to Section 9(c) and the Customer terminates the Addendum pursuant to Section 18(d), then the Customer will receive from GUARDIAN RFID a refund of all fees paid under the Addendum, in which case the Customer must return to GUARDIAN RFID the GUARDIAN RFID Software Materials licenses, Hardware, Leased Hardware, licenses to use and access GUARDIAN RFID OnDemand and other products purchased from GUARDIAN RFID. In no other circumstances will GUARDIAN RFID be obligated to provide a refund of fees paid under the Addendum or be obligated to accept the return of Hardware or other products purchased from GUARDIAN RFID.

(b) Hardware. GUARDIAN RFID will be solely responsible for processing and managing all Hardware warranty claims during the Term of this Addendum. All coverage periods for purchased Hardware begin on the latest to occur of (1) the Go-Live Date or (2) the date the Hardware is purchased, and ends on the earliest to occur of (1) the end of the warranty period provided in this Section applicable to such Hardware or (2) the date this Addendum expires or is terminated. The Customer will contact GUARDIAN RFID in accordance with Section 8(c) for all Hardware-related issues. After receiving a Hardware-related warranty request, GUARDIAN RFID will provide instructions to the Customer to follow for facilitating a repair or replacement. Repairs and replacements may take up to twenty (20) business days from the date of the request is received by GUARDIAN RFID until the product is returned to the Customer. The Leased Hardware is not subject to a Hardware warranty, and instead will be maintained, repaired, or replaced by GUARDIAN RFID in accordance with Section 8(e). Unless a specific item of Hardware is explicitly listed as being covered by a warranty in this Section 13(b), it will not be covered by any warranty except that such Hardware will be replaced if it is defective upon arrival. The Hardware warranties for Hardware purchased by the Customer from GUARDIAN RFID under this Addendum are as follows:

(i) Three-Year Warranty. GUARDIAN RFID provides a complimentary, standard three-year premium care warranty that includes accident protection coverage for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to

repair or replace that Hardware during that three-year warranty period. The Hardware that is covered by this three-year warranty has "Three-Year" in the "Warranty" column of the quote provided in Addendum A.

- (ii) One-Year Warranty. GUARDIAN RFID provides a complimentary, standard one-year warranty for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during that one-year warranty period. The Hardware that is covered by this one-year warranty has "One-Year" in the "Warranty" column of the quote provided in Addendum A.
  - (iii) Useful Life Warranty. GUARDIAN RFID provides a complimentary useful life warranty for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during the useful life of that Hardware. If the Hardware that is subject to the useful life warranty is no longer being manufactured, GUARDIAN RFID will replace it with a substantially similar product. The Hardware that is covered by this useful life warranty has "Useful Life" in the "Warranty" column of the quote provided in Addendum A.
  - (iv) Maximum Number of Replacements. During the warranty periods set forth in this Section 13(b), each Hardware item is subject to a maximum number of replacements. The maximum number of replacements for each Hardware item during its respective warranty period will be as set forth in the quote provided in Addendum A.
  - (v) Costs and Shipping and Handling. All costs associated with repairing or replacing Hardware covered by this Hardware warranty will be assumed by GUARDIAN RFID, except that shipping and handling fees will be paid by the Customer.
  - (vi) Exclusions. The Hardware warranty does not cover repairs or replacements that are necessitated by any one or a combination of the following:
    - (A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or
    - (B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.
  - (vii) Manufacturer Warranties. For any other Hardware not listed above, all Hardware warranties provided by the manufacturer, if any, will be passed through to the Customer.
- (c) DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, GUARDIAN RFID DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, PARTICULARLY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GUARDIAN RFID DOES NOT GUARANTEE THAT THE GUARDIAN RFID SYSTEM WILL BE ACCESSIBLE ERROR-FREE OR UNINTERRUPTED. THE CUSTOMER ACKNOWLEDGES THAT GUARDIAN RFID DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT ACCESS TO THE GUARDIAN RFID SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GUARDIAN RFID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

#### 14. CUSTOMER OBLIGATIONS

- (a) Access to Premises and Authorized Customer Personnel. The Customer will provide Authorized GUARDIAN RFID Personnel with reasonable and timely access to the Customer's premises and Authorized Customer Personnel necessary for GUARDIAN RFID to perform its obligations under this Addendum.
- (b) Customer Project Manager. The Customer will name one primary Customer project manager, who will be the main point of contact between the Customer and GUARDIAN RFID with respect to project management ("Customer Project Manager"). The Customer Project Manager will be responsible for managing and coordinating the Customer's resources to complete assigned project tasks and activities. The Customer Project Manager will also be responsible for designating persons responsible for specific roles as needed, such as System Administrator, and ensuring that tasks assigned to these individuals are completed. The Customer Project Manager will also be responsible for signoffs of various project documents and will have the authority to speak for the Customer from a project perspective.
- (c) System Administrator. The Customer will name one or more primary system administrators to serve as a main point(s) of contact between the Customer and GUARDIAN RFID with respect to system administration (each, a "System Administrator"). At least one (1) System Administrator must be available at all times. The Customer will ensure that the System Administrators possess the appropriate technology and public safety knowledge and skills to perform this role sufficiently.
- (d) Hardware Installation. The Customer will be responsible for installing and maintaining all hardware not specified under this Addendum to be installed or maintained by GUARDIAN RFID.
- (e) Customer's Third-Party Software and Customer's Third-Party Hardware. The Customer will be solely responsible for obtaining, installing, maintaining, supporting, and updating the Customer's Third-Party Software and the Customer's Third-Party Hardware. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Addendum for obtaining, installing, maintaining, supporting, or updating the Customer's Third-Party Software or the Customer's Third-Party Hardware.
- (f) Flow of Information. The Customer will be responsible for the accuracy and continuous flow of any information required from Customer's Third-Party Software and the Customer's Third-Party Hardware to the GUARDIAN RFID System that is required for the GUARDIAN RFID System to properly function.
- (g) Facility Preparation. The Customer will be responsible for performing any actions not specifically delegated to GUARDIAN RFID under this Addendum that are required to prepare the facility for installation of the GUARDIAN RFID System, including, but not limited to, providing appropriate uninterrupted power, air conditioning, sufficient space, electrical drops, network and physical security, network equipment (including Wi-Fi), network drops, and other similar items.
- (h) System Configuration. The Customer will make appropriate subject matter experts available to perform GUARDIAN RFID System configuration tasks as assigned.
- (i) System Updates. The Customer will work in good faith to allow GUARDIAN RFID to timely install Updates as requested by GUARDIAN RFID.
- (j) Other Server Maintenance. Other than as provided in Section 8(b), the Customer is responsible for all general maintenance of the Customer's servers, including data backups, operating system



updates, virus protection, database software updates, and other general performance of the Customer's servers.

- (k) Warranty Requests. The Customer will submit all Hardware warranty claims to GUARDIAN RFID for processing and managing, and promptly respond to any requests from GUARDIAN RFID for information or cooperation related to those warranty claims.
- (l) Third-Party Costs. The Customer will be solely responsible for any third-party costs related to the implementation of the GUARDIAN RFID System. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Addendum for any third-party costs related to the implementation of the GUARDIAN RFID System, including, but not limited to, any third-party costs associated with the implementation of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In addition, where the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any of the Customer's Third-Party Software or the Customer's Third-Party Hardware), and such changed configuration requires modifications to the GUARDIAN RFID System for the GUARDIAN RFID System to function with the changed configuration, the Customer will be responsible for paying amounts related to those changes in accordance with the provisions of Section 10(e) of this Addendum.
- (m) Proper Use of GUARDIAN RFID System. Each of the Authorized Customer Personnel must learn proper use of the GUARDIAN RFID System through one or a combination of the following: (1) attending one of the Customer End-User Training Classes, (2) attending a Refresher Training, or (3) receiving instruction on proper use of the GUARDIAN RFID System by another of the Authorized Customer Personnel who is familiar with the proper use of the GUARDIAN RFID System. The Customer acknowledges that the GUARDIAN RFID System is designed to deliver a wide range of inmate management, monitoring, and tracking solutions, but that the GUARDIAN RFID System relies on the Authorized Customer Personnel accurately and appropriately logging events and on the Customer fulfilling the obligations of this Section 14. The failure by the Customer or the Authorized Customer Personnel to properly use the GUARDIAN RFID System or fulfill the obligations of this Section 14 may prevent records logged using the GUARDIAN RFID System from being accurate.
- (n) Service Levels. The Customer is responsible for meetings its obligations set forth in the Service Level Agreement in Addendum C.
- (o) Usage Seal. The Customer may display the Defended by GUARDIAN RFID™ Seal on the Customer's website and link the Defended by GUARDIAN RFID™ Seal to the GUARDIAN RFID website (<https://www.guardianrfid.com>). For avoidance of doubt, the "Defended by GUARDIAN RFID™ Seal" is as follows, a digital copy of which can be obtained from the GUARDIAN RFID Project Manager:



In addition, the Customer may, but is not required, to include some or all of the following additional information about GUARDIAN RFID on the Customer's website or through such other means as the Customer reasonably determines will effectively inform the public of such information:

*[Insert Customer's Proper Name] uses GUARDIAN RFID to manage, monitor, and track inmates in-custody. Radio frequency identification (RFID) technology is used to support staff and inmate compliance and optimizes our data collection and reporting responsibilities as mandated by state and national corrections standards.*

*Inmates are required to wear non-implantable devices at all times. Any incident of non-compliance will not be tolerated, and an inmate will be subject to fines and disciplinary action, including prosecution.*

*All systems and devices using RFID technology are designed, tested, and manufactured to comply with Federal Communications Commission (FCC) regulations. RF energy levels generated are similar to those found in consumer electronics. Inmate-worn devices are hypoallergenic.*

*RF-based inmate identification is the exclusive property of [Insert Customer's Proper Name].*

## 15. CONFIDENTIALITY

- (a) Use and Handling of Confidential or Proprietary Information. The Receiving Party shall keep the Confidential or Proprietary Information confidential, shall use such information solely for performing its obligations under this Addendum, and shall not disclose to any persons or entities any of the Confidential or Proprietary Information without the prior written consent of the applicable Disclosing Party. The Receiving Party shall make the Confidential or Proprietary Information available only to Receiving Party Personnel who have a demonstrable need for such information, provided that the Receiving Party has informed all such Receiving Party Personnel of the Receiving Party's obligations under this Addendum and such Receiving Party Personnel have agreed in writing to be bound by the terms of this Addendum, either by means of an agreement directly with the Disclosing Party or pursuant to an agreement with the Receiving Party which restricts the use of the Confidential or Proprietary Information received as Receiving Party Personnel. In accepting any Confidential or Proprietary Information disclosed to the Receiving Party under this Addendum, the Receiving Party agrees to preserve the confidentiality of such information with at least the same degree of care as that taken by the Receiving Party to preserve and protect its own Confidential or Proprietary Information, in no case less than a reasonable degree of care. The Receiving Party agrees to maintain adequate safeguards and procedures to prevent the theft, loss, or dissemination of any of the Confidential or Proprietary Information, and, in the event of any such theft, loss, or dissemination, shall notify the Disclosing Party immediately.
- (b) Exceptions to Confidential Treatment. The Receiving Party shall not be obligated to maintain any information in confidence or refrain from use if:
- (i) the information was lawfully in the Receiving Party's possession or was known to it prior to its disclosure from the Disclosing Party as evidenced by written records;
  - (ii) the information is, at the time of disclosure, or thereafter becomes public knowledge without the fault of the Receiving Party (provided, however, that the act of copyrighting, patenting, or otherwise publishing or aiding in publication by the Disclosing Party shall not cause or be construed as causing the copyrighted materials or patented technologies to be in the public domain);

- (iii) the information is or becomes rightfully available on an unrestricted basis to the Receiving Party from a source other than the Disclosing Party which did not acquire the same under an obligation of confidentiality to the Disclosing Party;
- (iv) the information becomes available on an unrestricted basis to a third party from the Disclosing Party or from someone acting under its control;
- (v) disclosure is required by subpoena or pursuant to a demand by any governmental authority;  
or
- (vi) disclosure is required by open records laws, such as the federal Freedom of Information Act or similar state "sunshine" laws.

Before relying on the exceptions of this Section 15(b), and disclosing any Confidential or Proprietary Information, the Receiving Party shall notify the Disclosing Party in writing of its intent to do so, and give the Disclosing Party a period of fifteen (15) days to object or otherwise take action to protect its rights and interest in such information, provided that if the exception being relied upon is Section 15(b)(vi), then such fifteen (15) day period will be extended to be the maximum amount of time allowed pursuant to the applicable open records law or other applicable law, rule, or regulation pursuant to which the Disclosing Party is seeking to disclose such information.

- (c) Return of Materials. Upon request from the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all copies of Confidential or Proprietary Information received under this Addendum as well as all copies of notes, reports, or other documents or materials that reflect such Confidential or Proprietary Information; provided, however, that if the Disclosing Party requests, the Receiving Party shall immediately destroy all Confidential or Proprietary Information and certify such destruction to the Disclosing Party.
- (d) Confidentiality Remedies. The Receiving Party acknowledges that any breach of the provisions of this Section 15 could result in immediate and irreparable injury to the Disclosing Party for which an award of money damages would be inadequate. The Receiving Party agrees, therefore, that the Disclosing Party shall have the right to seek equitable relief including an injunction to specifically enforce the terms of this Section 15, and to obtain any other legal or equitable remedies that may be available to it. In the event of any breach by the Receiving Party of this Section 15, the Receiving Party agrees to pay reasonable costs and legal fees incurred by the Disclosing Party in pursuit of any of its rights under this Section 15, in addition to any damages sustained by the Disclosing Party by reason of such breach, provided that the Disclosing Party prevails in the suit, action, or proceeding in which such costs and fees were incurred.
- (e) California Brown Act/California Public Records Act. Notwithstanding the foregoing, GUARDIAN RFID understands and agrees that CUSTOMER is a government entity subject to the California Brown Act (Government Code section 54950 et seq.) and California Public Records Act (Government Code section 7920.000 et seq.). Any information (including confidential information), communications, and documents given by GUARDIAN RFID to CUSTOMER and meetings involving CUSTOMER may be subject to disclosure pursuant to the Public Records Act and Brown Act.

## 16. LIMITATION OF LIABILITY

IN NO EVENT WILL GUARDIAN RFID'S LIABILITY TO THE CUSTOMER FOR DAMAGES UNDER THIS ADDENDUM, INCLUDING GUARDIAN RFID'S INDEMNIFICATION OBLIGATIONS UNDER THIS ADDENDUM, EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER UNDER THIS



ADDENDUM. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THEIR RESPECTIVE OBLIGATIONS UNDER THIS ADDENDUM.

## 17. INDEMNIFICATION

- (a) Indemnification by GUARDIAN RFID. GUARDIAN RFID will defend, indemnify, and hold harmless the Customer and the Authorized Customer Personnel (the "Customer Indemnified Parties"), from and against all reasonable and necessary costs, charges and expenses (including attorneys' fees) arising from any third-party claim, action, suit, or proceeding against any Customer Indemnified Party (a "Customer Indemnified Claim") to the extent the Customer Indemnified Claim is based on: (i) any claim that the GUARDIAN RFID Software infringes a patent, copyright, or other proprietary right or violates a trade secret; and (ii) any gross negligence, willful misconduct, or fraud of GUARDIAN RFID or any Authorized GUARDIAN RFID Personnel.
- (b) Indemnification by the Customer. The Customer will defend, indemnify, and hold harmless GUARDIAN RFID and the Authorized GUARDIAN RFID Personnel ("GUARDIAN RFID Indemnified Parties"), from any and all reasonable and necessary costs, charges, and expenses (including attorneys' fees) which result from any third-party claim, action, suit, or proceeding against any GUARDIAN RFID Indemnified Party (a "GUARDIAN RFID Indemnified Claim") to the extent the GUARDIAN RFID Indemnified Claim is based on: (i) the Customer's use of the GUARDIAN RFID Software or GUARDIAN RFID OnDemand other than as permitted under this Addendum; and (ii) any gross negligence, willful misconduct, or fraud of the Customer or any Authorized Customer Personnel.

## 18. TERM AND TERMINATION

- (a) Term. The initial term of this Addendum shall begin on the Effective Date and extend to the third anniversary of the Go-Live Date (the "Initial Term"). After the Initial Term, subject to Section 18(b), this Addendum will be renewed, via written Amendment signed by both parties, for one (1) additional three-year (3-year) period (the "Extended Term").
- (b) Termination for Convenience.
  - (i) Non-Renewal. This Addendum may be terminated for convenience by either party by providing a non-renewal notice to the other party at least sixty (60) days prior to the end of the Initial Term or Extended Term, as applicable. Such termination will be effective as of the end of such Initial Term or Extended Term, as applicable.
  - (ii) Early Termination. This Addendum may be terminated for convenience by the Customer prior to the end of the Initial Term or Extended Term upon sixty (60) days' notice of such early termination to GUARDIAN RFID. Such termination will be effective as of the end of the sixty (60) days' notice period. Any early termination for convenience by the Customer made pursuant to this Section 18(b)(ii) before either of the Go-Live Date or the first-year anniversary of the Go-Live Date will cause any remaining portions of the Initial Term Fee for Year One that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in Addendum B have occurred.



(c) Termination by GUARDIAN RFID for Cause.

(i) GUARDIAN RFID may terminate this Addendum immediately and discontinue any of its obligations under this Addendum by notice to the Customer if:

(A) the Customer ceases to actively conduct its business, files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, makes a general assignment for the benefit of its creditors, or applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee;

(B) the Customer attempts, without the prior written consent of GUARDIAN RFID, to assign its rights and obligations under this Addendum, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise; or

(C) the Customer fails to comply with the terms of the license of GUARDIAN RFID Software Materials provided in Section 2, the terms of the license to access and use GUARDIAN RFID OnDemand provided in Section 5, the provisions regarding GUARDIAN RFID's intellectual property rights in Section 11(a) and 11(c), or the Confidentiality provisions of Section 15.

(ii) GUARDIAN RFID may terminate this Addendum upon sixty (60) days' notice to the Customer if the Customer breaches its obligation to pay any fee or otherwise materially breaches any provision of this Addendum not otherwise specified in Section 18(c)(i) and fails to cure such breach within such notice period.

(d) Termination by the Customer for Cause. The Customer may terminate this Addendum upon sixty (60) days' notice to GUARDIAN RFID if GUARDIAN RFID materially breaches any provision of this Addendum and fails to cure such breach within such notice period, provided, however, that if such breach cannot be cured within sixty (60) days and GUARDIAN RFID has begun in good faith to cure such breach, then GUARDIAN RFID shall have an additional period of sixty (60) days to cure such breach. This provision shall apply in the event that GUARDIAN RFID is unable to correct a non-conformity pursuant to Section 13(a)(ii) of this Addendum.

(e) Post-Termination Rights and Obligations.

(i) Upon expiration or termination of this Addendum, the grant of the license of the GUARDIAN RFID Software Materials, the grant of access to GUARDIAN RFID OnDemand, the lease of the Leased Hardware, and all other rights granted to the Customer under this Addendum will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and the Leased Hardware.

(ii) The following shall survive the expiration or termination of this Addendum:

(A) The provisions of Sections 11 ("Intellectual Property Rights"), 15 ("Confidentiality"), 16 ("Limitation of Liability"), and 17 ("Indemnification");

(B) The provisions of Section 10 ("Fees and Payment Terms"), with respect to fees incurred prior to the expiration or termination of the Addendum and with respect to fees accelerated in connection with such expiration or termination;

- (C) The Customer's obligation to pay any fees incurred prior to the expiration or termination of the Addendum or accelerated in connection with such expiration or termination; and
- (D) In the case of a non-conformity that GUARDIAN RFID is unable to correct pursuant to Section 13(a)(ii): (1) GUARDIAN RFID's obligation to provide a refund to the Customer, and (2) the Customer's obligation to return to GUARDIAN RFID the GUARDIAN RFID Software Materials licenses, Hardware, the Leased Hardware, licenses to use and access GUARDIAN RFID OnDemand, and other products purchased from GUARDIAN RFID.

## 19. INSURANCE

- (a) Types of Insurance. GUARDIAN RFID will maintain in full force and effect insurance of the following kinds and amounts, and meeting the other requirements set forth in this Section.
  - (i) Commercial General Liability Insurance. Occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence plus an umbrella policy of not less than \$4,000,000, for a total of \$5,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Addendum or be no less than two times the occurrence limit.
  - (ii) Occurrence Based Products and Completed Operations Liability Insurance. Products and completed operation liability insurance with a limit not less than \$2,000,000 for each occurrence/\$2,000,000 general aggregate.
  - (iii) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.
  - (iv) Workers' Compensation Insurance. Workers' compensation insurance or equivalent form with limits not less than:
    - (A) Bodily Injury by Accident: \$1,000,000 Each Accident
    - (B) Bodily Injury by Disease: \$1,000,000 Each Employee
    - (C) Bodily Injury by Disease: \$1,000,000 Policy Limit
- (b) Certificates of Insurances. At the Customer's request, GUARDIAN RFID will provide properly executed Certificates of Insurance which will clearly evidence all insurance required in this Addendum and which provide that such insurance may not be canceled, except on thirty (30) days prior written notice to the Customer.

## 20. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood by the Customer and GUARDIAN RFID that GUARDIAN RFID and any Authorized GUARDIAN RFID Personnel will not be construed to be, and are not, employees of the Customer. GUARDIAN RFID will provide services to the Customer as an independent contractor with control over the time, means, and methods for fulfilling its obligations under this Addendum. GUARDIAN RFID further acknowledges that neither it nor any of the Authorized GUARDIAN RFID Personnel is entitled to benefits from the Customer such as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment with the Customer.

**21. RESERVED.**

**22. MISCELLANEOUS**

- (a) Order of Priority. In the event of any conflict between this Addendum and the Master Agreement, the relevant provision of the Master Agreement will prevail. In the event of a conflict between the Sections 1 through 22 of the Addendum and any of its Addenda, the language of Sections 1 through 22 of the Addendum will control.
  - (b) Amendments. The parties may not amend this Addendum except in a writing that each party signs. The terms of such amendment will apply as of the effective date of the amendment unless the amendment specifies otherwise.
  - (c) Change Orders. Any change orders and out-of-scope work must be agreed to by executing an amendment to this Addendum pursuant to Section 22(b).
  - (d) Waiver. No provision of this Addendum will be waived except pursuant to a writing executed by the party against which the waiver is sought. No waiver will be applicable other than in the specific instance in which it is given. No failure to exercise, partial exercise of, or delay in exercising any right or remedy or failure to require the satisfaction of any condition under this Addendum will operate as a waiver or estoppel of any right, remedy, or condition.
  - (e) Assignment. This Addendum will be binding upon, and the benefits and obligations provided for in this Addendum will inure to, the parties and their respective owners, shareholders, members, heirs, legal representatives, successors, and assigns. The Customer may not assign, without the prior written consent of GUARDIAN RFID, which consent will not be unreasonably withheld, the Customer's rights and obligations under this Addendum, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise, and any attempt to do so will be deemed a material breach of this Addendum.
  - (f) Notice. Except as otherwise provided in this Addendum, each party giving any notice required under this Addendum will do so in writing and will use one of the following methods of delivery:
    - (i) Delivered personally, with the notice effective upon delivery;
    - (ii) U.S.-recognized overnight courier, with the notice effective at the time delivery is shown in the courier's records; or
    - (iii) Postage prepaid by U.S. registered or certified mail, return receipt requested, with the notice effective upon receipt or upon the date that delivery is attempted and refused.
- All notices shall be addressed to the parties at the addresses set forth in the recitals of this Addendum, except that either party may designate another notice address in a notice given under this Section.
- (g) Severability. If any provision of this Addendum is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.
  - (h) Remedies. Unless otherwise specified in this Addendum, the rights and remedies of both parties set forth in this Addendum are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

- (i) Construction. This Addendum will be constructed as if drafted by both parties and will not be strictly construed against either party because of drafting.
- (j) Headings. The section headings contained in this Addendum are for reference purposes only and shall not affect the meaning or interpretation of this Addendum.
- (k) No Third-Party Beneficiaries. This Addendum does not and is not intended to confer any rights or remedies upon any person other than the parties to this Addendum.
- (l) Force Majeure. Any delay or failure of performance of either party to this Addendum will not constitute a breach of the Addendum or give rise to any claims for damages, if and to the extent that such delay or failure is caused by a Force Majeure Event. If one of the parties intends to invoke this provision, that party will promptly notify the other party of the cause of the delay or failure beyond its reasonable control and will use commercially reasonable efforts to mitigate the resulting delay or failure. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for the GUARDIAN RFID System under this Addendum.
- (m) Non-Discrimination. GUARDIAN RFID agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990. GUARDIAN RFID agrees not to discriminate in its employment practices, and will render services under this Addendum without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or sexual orientation. Any act of discrimination committed by GUARDIAN RFID, or failure to comply with these obligations when applicable shall be grounds for termination of this Addendum.
- (n) Export Control. GUARDIAN RFID agrees that if the U.S. export laws are or become applicable, it will not export any of the Customer's data and/or information received under this Addendum to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless GUARDIAN RFID has obtained prior written consent from the appropriate authority responsible for such matters.
- (o) Cooperative Purchasing. GUARDIAN RFID acknowledges that the Customer has a role in developing and encouraging cooperative purchasing efforts among governmental entities. GUARDIAN RFID agrees to use commercially reasonable efforts to assist the Customer in facilitating its cooperative purchasing efforts to the extent such efforts relate to the GUARDIAN RFID System.



**ADDENDUM A**

**QUOTE**

See quote on following page.

**Additional Modules (Check for those Selected):**

- Facilities Manager
- Medication Manager
- Digital Video Evidence
- Operational Intelligence
- Academy Unlimited

Contract ID # (PRARC-20938-001-001-01/28)

Account Name Riverside County Juvenile Probation Department Created Date 9/27/2023  
 (CA) Expiration Date 12/31/2023  
 Quote Number 00007529  
 Created By Greg Hannah

Product	Product Family	Quantity	Sales Price	Total Price	Warranty	Max Replacements
GUARDIAN RFID® OnDemand™ Level 02 License (101-250 beds)	Platform	1.00	\$8,995.00	\$8,995.00	N/A	N/A
GUARDIAN RFID® Operational Intelligence™ Level 02 License (101-250 beds)	Software	1.00	\$2,995.00	\$2,995.00	N/A	N/A
GUARDIAN RFID® Academy Unlimited™ Level 02 License (101-250 beds)	Software	1.00	\$1,995.00	\$1,995.00	N/A	N/A
GUARDIAN RFID® Mobile Command™ for SPARTAN™	Software	50.00	\$700.00	\$35,000.00	N/A	N/A
GUARDIAN RFID® SPARTAN 3™ - Lease	Hardware	50.00	\$700.00	\$35,000.00	Three-Year	1 per Serial#
GUARDIAN RFID® Hard Tag™	Hardware	350.00	\$20.00	\$7,000.00	Useful Life	Unlimited
GUARDIAN RFID® Extra-Wide Wristbands (450 / box) - Metal Fastener - Black	Hardware	3.00	\$675.00	\$2,025.00	None	N/A
GUARDIAN RFID® Wristband Label Printer (LX500C)w/cutter	Hardware	3.00	\$1,700.00	\$5,100.00	One-Year	N/A
GUARDIAN RFID® Wristband Labels (1600 / roll)	Hardware	3.00	\$60.00	\$180.00	None	N/A
GUARDIAN RFID® Wristband Printer Toner (LX500)	Hardware	3.00	\$70.00	\$210.00	None	N/A
GUARDIAN RFID® Wristband Laminator (4-inch)	Hardware	3.00	\$375.00	\$1,125.00	One-Year	1 per year
GUARDIAN RFID® Extra-Wide Wristband Fastener Crimper	Hardware	3.00	\$125.00	\$375.00	None	N/A
GUARDIAN RFID® ID Cards (200 / box) - No Hole	Hardware	2.00	\$300.00	\$600.00	None	N/A
GUARDIAN RFID® Wave Wristband/ID/Key Fob Activator	Hardware	3.00	\$325.00	\$975.00	One-Year	1 per year
GUARDIAN RFID® Implementation Fee - Level 02 (101-250 beds)	Professional Service	1.00	\$2,795.00	\$2,795.00	N/A	N/A
GUARDIAN RFID® Onsite Training (Days)	Professional Service	5.00	\$2,000.00	\$10,000.00	N/A	N/A
			Total Price	\$114,370.00		
			Shipping and Handling	\$2,290.00		
			Grand Total	\$116,660.00		

\* Each leased "GUARDIAN RFID Mobile Device" consists of the "GUARDIAN RFID® SPARTAN 3™" (the main body of the device), the GUARDIAN RFID Mobile Device Charging Station, and the GUARDIAN RFID Mobile Device Accessories accompanying the GUARDIAN RFID Mobile Device at the time the GUARDIAN RFID Mobile Device is leased. During the respective Initial Term Replacement Period or Extended Term Replacement Period applicable to the GUARDIAN RFID Mobile Device, the accompanying GUARDIAN RFID Mobile Device Charging Station will be subject to a maximum of two replacements per GUARDIAN RFID Mobile Device. During the respective Initial Term Replacement Period or Extended Term Replacement Period applicable to the GUARDIAN RFID Mobile Device, none of the accompanying GUARDIAN RFID Mobile Device Accessories will be subject to replacement. Additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories may be separately purchased pursuant to Section 10(d) at GUARDIAN RFID's then-current pricing list for the Customer (a copy of which is available upon the Customer's request). The warranty and maximum replacements for those additional purchases will be as specified in the quote for the purchase of such additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories.

**ADDENDUM B**  
**FEE PAYMENT SCHEDULE**

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

Fee Type*	Event Occurrence	Amount
First 25% of Initial Term Fee for Year One	**Beginning of Project Management Services Due after Kickoff Call	\$29,165.00
Second 25% of Initial Term Fee for Year One	Access to GUARDIAN RFID OnDemand prior to the Go-Live Date**	\$29,165.00
Third 25% of Initial Term Fee for Year One	Delivery of Hardware**	\$29,165.00
Final 25% of Initial Term Fee for Year One	Go-Live Date**	\$29,165.00
Initial Term Fee for Year Two	First-year anniversary of the Go-Live Date	\$78,490.00
Initial Term Fee for Year Three	Second-year anniversary of the Go-Live Date	\$78,490.00
Renewal Fee for Extended Term Year One ***	Third anniversary of the Go-Live Date  (Unless Addendum is terminated prior to renewal pursuant to Section 18)	\$78,490.00
Renewal Fee for Extended Term Year Two***	Fourth anniversary of the Go-Live Date  (Unless Addendum is terminated prior to renewal pursuant to Section 18)	\$78,490.00
Renewal Fee for Extended Term Year Three***	Fifth anniversary of the Go-Live Date  (Unless Addendum is terminated prior to renewal pursuant to Section 18)	\$78,490.00

<p>Modification Fee</p>	<p>Completion of modification to GUARDIAN RFID System necessary to function with a change in configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware after the Effective Date.</p> <p><i>[No such modifications contemplated as of the Effective Date.]</i></p>	<p>[N/A]</p>
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\* These amounts do not include any taxes.

\*\* In accordance with Section 18(b), termination for convenience by the Customer before either of the Go-Live Date or the first-year anniversary of the Go-Live Date will cause any remaining portions of the Initial Term Fee for Year One that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in this Addendum B have occurred.

\*\*\* The Renewal Fee represents the costs for renewing licenses to use the GUARDIAN RFID System for the Extended Term and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID OnDemand platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B. In addition to increases due to those additional purchases, the Renewal Fee may be increased by up to 3.5% annually, provided that GUARDIAN RFID provides notice to the Customer at least ninety (90) days prior to the end of the Initial Term.



**ADDENDUM C**  
**SERVICE LEVEL AGREEMENT**

**1. DEFINITIONS**

Except as defined in this Addendum C, all defined terms have the meaning set forth in the Addendum.

- (a) "Attainment" means the percentage of time during a calendar quarter, with percentages based on those contained in the chart under Section 2(d) of this Addendum C, in which the Customer has GUARDIAN RFID OnDemand Availability.
- (b) "Customer Error Incident" means any service unavailability, which GUARDIAN RFID did not directly cause or create, resulting from any one or a combination of the following: (i) the Customer's Third-Party Software or the Customer's Third-Party Hardware, (ii) the acts or omissions of any Customer Personnel, or (iii) the acts or omissions of any personnel or third-party providers over whom GUARDIAN RFID exercises no control.
- (c) "Disaster" means an event that renders any portion of a data center's infrastructure used in connection with the Addendum both inoperable and unrecoverable.
- (d) "Downtime" means those minutes during which any portion of GUARDIAN RFID OnDemand is not available for the Customer's use.
- (e) "Unscheduled Downtime" means Downtime that is not due to any one or a combination of the following: Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, or Force Majeure Events.
- (f) "Emergency Maintenance" means (i) maintenance that is required to patch a critical security vulnerability, or (ii) maintenance that is required to prevent an imminent outage of GUARDIAN RFID OnDemand Availability.
- (g) "Scheduled Downtime" means those minutes during which GUARDIAN RFID OnDemand is not available for the Customer's use due to GUARDIAN RFID's scheduled maintenance windows.
- (h) "GUARDIAN RFID OnDemand Availability" means that GUARDIAN RFID OnDemand is capable of receiving, processing, and responding to requests by or from the Customer and each of the Authorized Customer Personnel, excluding Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, and Force Majeure Events.
- (i) "RPO" means Recovery Point Objective, and refers to the maximum data loss per declared Disaster event during any calendar quarter throughout the Term that could occur following a Disaster.
- (j) "RTO" means Recovery Time Objective, and refers to the amount of time per declared Disaster event during any calendar quarter throughout the Term that it takes for GUARDIAN RFID OnDemand to become operational following a Disaster.

## 2. GUARDIAN RFID ONDEMAND CLOUD SERVER UPTIME

### (a) GUARDIAN RFID OnDemand Availability.

- (i) Attainment Target. Subject to the terms of this Addendum C, GUARDIAN RFID has an Attainment target to provide to the Customer GUARDIAN RFID OnDemand Availability of one hundred percent (100%), twenty-four (24) hours per day, every day of the calendar year throughout the Term. GUARDIAN RFID has set GUARDIAN RFID OnDemand Availability Attainment targets and actuals under the terms of Section 2(d) of this Addendum C.
- (ii) Calculation. The GUARDIAN RFID OnDemand Availability calculation does not include Scheduled Downtime, Customer Error Incidents, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires Emergency Maintenance), and Force Majeure Events. For the avoidance of doubt, if GUARDIAN RFID is a cause of an issue that requires Emergency Maintenance, then Downtime resulting from such Emergency Maintenance will be included in the calculation of Attainment.
- (iii) Scheduled Downtime. GUARDIAN RFID will perform maintenance on GUARDIAN RFID OnDemand only during limited windows that are anticipated to be reliably low-traffic times based on historical information. As of the Effective Date, GUARDIAN RFID performs such maintenance on Wednesdays between 12:00 a.m. and 6:00 a.m. Central time. GUARDIAN RFID will provide the Customer with advance written notice of any change to the current maintenance schedule. If and when any such Scheduled Downtime is predicted to occur during periods of higher traffic, GUARDIAN RFID will provide advance notice of those windows and will coordinate with the Customer. In instances where maintenance of GUARDIAN RFID OnDemand requires Scheduled Downtime outside of the known maintenance windows described in this Section, GUARDIAN RFID will provide written notice to the Customer at least twenty-four (24) hours prior to any Scheduled Downtime.
- (iv) Emergency Maintenance. If Downtime is known to be necessary to perform any Emergency Maintenance, then GUARDIAN RFID will notify an appropriate Customer contact via email or telephone call, a minimum of four (4) hours or as early as is reasonably practicable, prior to the start of such Emergency Maintenance. GUARDIAN RFID reserves the right to perform unscheduled Emergency Maintenance at any time.
- (v) Other Maintenance. GUARDIAN RFID and the Customer agree that GUARDIAN RFID has the right to perform maintenance that is designed not to impact GUARDIAN RFID OnDemand Service Availability at any time. Any such scheduled maintenance will be considered Scheduled Downtime and will be excluded from the calculation of Attainment.
- (vi) Force Majeure. In the event of a Force Majeure Event affecting the GUARDIAN RFID OnDemand Availability, GUARDIAN RFID will provide the Customer with a written notice of the Force Majeure Event and include a description of the facts and circumstances it believes supports that determination.

### (b) GUARDIAN RFID Responsibilities Relating to GUARDIAN RFID OnDemand Availability.

- (i) GUARDIAN RFID will monitor GUARDIAN RFID OnDemand Availability under this Addendum C and will make commercially reasonable efforts to (A) address any GUARDIAN RFID OnDemand Availability-related issues that impact the 100% Attainment target, and (B) notify the Customer, either through automated monitoring systems or by other mutually agreed-upon means, that (A) Downtime will occur, if practicable, or (b) if Downtime has

already occurred, promptly after it is confirmed.

- (ii) If Authorized GUARDIAN RFID Personnel receive notice from the Customer that Downtime has occurred or is occurring, GUARDIAN RFID will work with the Customer to promptly identify the cause of the Downtime and will work with the Customer to promptly resume normal operations.
- (iii) Upon timely receipt of a Customer report of Downtime under Section 2(c) of this Addendum C, if any, GUARDIAN RFID will compare that report to its own outage logs and support tickets to confirm whether Unscheduled Downtime has occurred, and communicate with the Customer about GUARDIAN RFID's findings.
- (iv) GUARDIAN RFID will, at no additional charge to the Customer, do any one or a combination of the following, upon the Customer's written request (which can be made a maximum of once per calendar quarter), with such items being provided within sixty (60) days of the Customer's written request:
  - (A) provide to the Customer, a written report that documents the preceding calendar quarter's GUARDIAN RFID OnDemand Availability, Unscheduled Downtime, any root cause, Emergency Maintenance matters, and remedial actions that were undertaken in response to the matters identified in the report.
  - (B) make available for auditing by the Customer the severity downtime reports, incident reports, and other available information used by GUARDIAN RFID in determining whether the GUARDIAN RFID OnDemand Availability has been achieved.

(c) Customer Responsibilities Relating to GUARDIAN RFID OnDemand Availability.

- (i) Whenever the Customer experiences Downtime, the Customer will follow the support process defined in Section 8(c) of the Addendum.
- (ii) The Customer may document, in writing, all Downtime that is experienced during each calendar quarter throughout the Term. The Customer may deliver such documentation for any given calendar quarter to GUARDIAN RFID within thirty (30) days of that quarter's end. The documentation may include the supporting incident number(s) and corresponding Downtime(s) experienced.

(d) GUARDIAN RFID OnDemand Availability Attainment Targets and Actuals. Every calendar quarter, GUARDIAN RFID will compare confirmed Unscheduled Downtime to the GUARDIAN RFID OnDemand Availability Attainment target and actual amounts listed in the table below. If the actual Attainment does not meet the target Attainment, as shown in the table below, the corresponding Customer Relief, as shown below, will apply on a quarterly basis throughout the Term:

Target	Actual	Customer Relief
100%	100% – 95%	Prompt, remedial action will be taken.
	<95%	Will be deemed to be a Notice of Non-Conformity, which will be deemed (i) to have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is ≥95%, or (ii) to not have been

		<p>corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is &lt;95%.</p> <p>In situations where a Notice of Non-Conformity is deemed not to have been corrected due to the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability being &lt;95%, the Customer will be entitled to terminate the Addendum under Section 18(d) of the Addendum, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.</p>
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**3. GUARDIAN RFID ONDEMAND CLOUD SERVER RECOVERY**

In the event of a Disaster, GUARDIAN RFID will recover the Customer's data (including Inmate Data) and continue to provide GUARDIAN RFID OnDemand at a recovered or alternate operational data center within the times defined in the table below following the start of such Disaster. GUARDIAN RFID will also provide Customer Relief, as shown below, to the Customer for any calendar quarter where the RPO or RTO targets are not met.

	Actual	Customer Relief
RPO	≤2 Hours	Prompt, remedial action will be taken.
	>2 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Addendum under Section 18(d) of the Addendum, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.
RTO	≤4 Hours	Prompt, remedial action will be taken.
	>4 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Addendum under Section 18(d) of the Addendum, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

**4. INCIDENT PRIORITIES, CHARACTERISTICS, AND RESOLUTION**

- (a) Incident Tracking. In the event of an issue with the GUARDIAN RFID requiring support, the Customer will contact GUARDIAN RFID in accordance with Section 8(c) of the Addendum. Each support incident is logged using GUARDIAN RFID's enterprise workflow management system, given a unique case number, and assigned a support representative.
- (b) Incident Priority. Each support incident is assigned a priority level, which corresponds to the Customer's needs and deadlines. GUARDIAN RFID and the Customer will work together to reasonably set the priority of each support incident pursuant to the table below. The primary goals of the table below are to (i) guide the Customer toward clearly understanding and communicating the importance of the issue, and (ii) describe the generally expected response and resolution targets in the production environment. References to a "confirmed support incident" mean that GUARDIAN RFID and the Customer have successfully validated and set the priority for the reported support incident.



Priority	Characteristics Incident	Resolution Target
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the Customer's remote locations; or (c) systemic loss of multiple essential system functions.*	GUARDIAN RFID will provide an initial response to Priority Level 1 incidents within one (1) hour of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within eight (8) hours.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	GUARDIAN RFID will provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within five (5) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	GUARDIAN RFID will provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which will occur at least quarterly.
4 Low	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	GUARDIAN RFID will provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

\* Examples include: inability to create activity logs in database, and/or inability to access GUARDIAN RFID OnDemand (excluding Internet access or Wi-Fi issues).

**ADDENDUM D**  
**STATEMENT OF WORK**

None.