ITEM: 3.44
(ID # 27688)
MEETING DATE:
Tuesday, May 06, 2025

FROM :   SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approve the Purchase Agreement with MCM Technology, LLC for Radio Asset Inventory Work Order Software for Five (5) Years. All Districts [Total Cost: $345,745; up to $34,575 in additional compensation, 100% Sheriff's PSEC Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Purchase Agreement with MCM Technology, LLC for Radio Asset Inventory Work Order Software ("Agreement") for a total aggregate amount of $345,745 for five (5) years through June 30, 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 to form by County Counsel to: (a) sign amendments that exercise the options of the Agreement, including modifications of the scope of work that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed ten percent (10%) or $34,575 of the total cost of the Agreement.
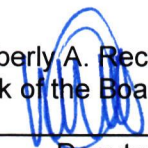
ACTION:

Zachary Hall
Zachary Hall, ASSISTANT SHERIFF   4/25/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Medina, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	May 6, 2025
xc:	Sheriff

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 108,269	$ 56,763	$ 345,745	$ 0
NET COUNTY COST	$ 108,269	$ 56,763	$ 345,745	$ 0
SOURCE OF FUNDS: 100% Sheriff's PSEC Budget			Budget Adjustment: No	
			For Fiscal Year: 24/25 – 29/30	

C.E.O. RECOMMENDATION: Approve

BR# 25-073

BACKGROUND:

Summary

The Riverside Sheriff Office's (RSO) Public Safety Enterprise Communication (PSEC) system provides the technology and infrastructure required to meet the communication needs of our public safety and public safety partner agencies. The County of Riverside formed PSEC in 2005 with the vision of having a dependable and consistent radio system that allows for interoperability between several law enforcement and public safety agencies in the County of Riverside and other public safety agencies in neighboring counties.

PSEC is currently using multiple software platforms to track radio equipment maintenance and data on both subscribers and remote radio equipment sites.

MCM Technology, LLC (MCM) offers a platform called Commshop that is an enterprise-class asset and work order management software solution designed to track and manage the life cycle of complex radio systems and equipment inventory. This enterprise-class, web-based software application allows for the recording and continued management of data related to serialized and/or capitalized assets. A robust work order module is also included, allowing detailed repair and maintenance activities to be recorded. PSEC will use the 'asset module' for billing and preventive maintenance tracking for subscriber radios, and the 'inspections module' for tracking preventive maintenance on equipment at remote sites which will also act as a repository for all documentation for compliance with AQMD permits and other regulatory agencies and required maintenance tasks.

Impact on Residents and Businesses

The PSEC system provides countywide communication among County public safety agencies. The MCM work order management software will centralize various administrative tasks creating efficiency and allowing PSEC staff to put their focus towards technical public safety tasks for these agencies.

Additional Fiscal Information

Below is the cost summary funded 100% by the PSEC budget.

Description:	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Total
User and Professional Service Fees	$ 108,269	$56,763	$58,466	$60,220	$62,027	$345,745

Contract History and Price Reasonableness

RSO has obtained County Purchasing approval to procure this software through a Houston-Galveston Area Council (H-GAC) competitively bid cooperative agreement which provides a 15% discount off list price. In addition, Riverside County Purchasing negotiated a 3% annual increase as opposed to the 5% provided in the initial estimate. The negotiated discount price provided a total savings in the amount of $63,135.

Riverside County Information Technology and Technology Standards & Oversight Committee approved this software procurement request through Board Policy H-11 Review Process No. RITM0368118, dated October 31, 2024.

ATTACHMENT A.   County of Riverside MCM Technology, LLC Purchase Agreement

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet   4/22/2025

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst   4/28/2025

Amrit Dhillon
Amrit Dhillon   4/22/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel   4/24/2025

PURCHASE AGREEMENT

for

RADIO ASSET INVENTORY WORK ORDER SOFTWARE

between

COUNTY OF RIVERSIDE

and

MCM TECHNOLOGY, LLC

MAY 0 6 2025 3.44

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This Agreement is made and entered into by and between **MCM Technology, LLC, a Delaware limited liability company**, (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Riverside County Sheriff's Office (herein referred to as "COUNTY"). COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party". The Parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, at the prices stated in Exhibit B, Payment Provisions.

1.2 COUNTY agrees to those conditions in **Exhibit C, Software License Agreement**, that do not conflict with the terms of this Agreement. In the event of any conflict between the conditions in Exhibit C and the terms of this Agreement, the terms of this Agreement shall govern and control.

1.3 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.4 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.5 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both Parties and continues in effect through **June 30, 2030**, unless terminated earlier.

2.2 CONTRACTOR shall commence performance upon signature of this 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. **Access to any software as a service including maintenance, support, full software functionality, and any software consulting services in accordance with the scope of work shall not be cancelled or restricted at any time until termination in accordance with this 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 B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed **the User and Professional Services Fees per year as specified in Exhibit B**, including all expenses. **Any costs or fees beyond those listed in Exhibit B must be approved in advance by the COUNTY in writing.** The COUNTY is not responsible for any **unauthorized** 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 B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices **for the same services** to another **similar** governmental entity **of similar volume or size**) 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 Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed **three percent (3%) as described in Exhibit B**, 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. For this Agreement, send original invoices to:

Email: PSECaccounting@riversidesheriff.org

or Mail: Riverside County Sheriff's Office
Attn: PSEC Accounting
7195 Alessandro Blvd.
Riverside, CA 92506

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; Agreement number (**SHARC-20900-001-10/29**); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears, unless otherwise stated in Exhibit B.

3.4   The COUNTY obligation for payment of this 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 Agreement shall be deemed terminated, have no further force, and effect.

4.   Alteration or Changes to the Agreement

4.1   The Board of Supervisors and the COUNTY Purchasing Agent and/or his or her designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement.

4.2   Any claim by the CONTRACTOR for additional payment related to this 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, the COUNTY Purchasing Agent may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of this Agreement even if there has been a change.

5.   Termination

5.1.   COUNTY may terminate this Agreement without cause by giving the CONTRACTOR thirty (30) days' written notice stating the extent and effective date of termination.

5.2   COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately **take steps to** 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 **or service** of the notice of termination, CONTRACTOR shall:

(a)   Continue with the work in good faith until the date specified in the notice of termination and then stop all work under the Agreement; and

(b)   Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 **If notice of termination includes a transition close-out period, CONTRACTOR shall:**

(a) **Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and**

(b) **Assist COUNTY in the orderly transition and transfer of all collaborations and committees to the COUNTY and subsequent Contractor(s); and**

(c) **Provide, in a timely manner, all files and information deemed necessary by the COUNTY for use in subsequent contracting activities without additional cost to the COUNTY or the new Contractor(s); and**

(d) **Cooperate with the COUNTY during a transition close-out period to ensure orderly and seamless delivery of services.**

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

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 If the 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 (ORCA), and Excluded Parties List 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.

5.8 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 Agreement.

6. **Ownership/Use of Contract Deliverables**

The CONTRACTOR agrees that all items tangible or intangible produced by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement and in performance of the services specified in Exhibit A ("Deliverables") shall be the sole property of the COUNTY. The Deliverables exclude pre-existing CONTRACTOR intellectual property. The Deliverables may be used by

the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties, **except where prohibited by law**. CONTRACTOR agrees not to release or circulate in whole or part such Deliverables without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest **(i.e. benefit or advantage)**, 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 Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this 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 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 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 Agreement. If any services performed or products provided by CONTRACTOR are not **materially** in conformance with the terms of this 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 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 Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. If CONTRACTOR fails to promptly remedy a material defect or to take the necessary action to ensure future performance in conformity with the terms of

the Agreement, the COUNTY may terminate this Agreement for default and charge to CONTRACTOR costs 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 Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this 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 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 Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this 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 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 Individuals, for the period prescribed by the law. "Covered Individuals" are CONTRACTOR's employees performing work under this Agreement.

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

Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months **or if CONTRACTOR otherwise performed such screening on same Covered Individuals within the past twelve (12) 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 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 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 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 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 Agreement, or for Parties named in the proposal and agreed to under this 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 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 Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this 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 equally 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, California Penal Code section 11102.1, and any applicable provisions 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 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 Agreement.

13. Use by Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. **CONTRACTOR shall consider additional volume discounts for eligible entities who contract with CONTRACTOR under the terms and conditions of this Agreement.** It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not 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 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. 12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by COUNTY, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the

CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available **in the event COUNTY is subject to an audit due to its source of funds**. CONTRACTOR shall provide to the COUNTY, **or any duly authorized Federal or State agency**, reports and information related to this Agreement as requested by COUNTY.

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 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 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 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 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 Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. **Notices**

    All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted **when email enters the**

recipient's mail server as recorded by the sender's system, or two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE	**CONTRACTOR**
Email: **PSECaccounting@riversidesheriff.org**	Email: **stacie@mcmtechnology.com**
Riverside County Sheriff's Office	**MCM Technology, LLC**
Attn: PSEC Accounting	**Attn: Contracts Manager**
7195 Alessandro Blvd.	**3510 Vann Road, Suite 105**
Riverside, CA 92506	**Birmingham, Alabama 35235**

19.   Force Majeure

If either Party is unable to comply with any provision of this 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 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 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.

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 by a third party, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or

representatives (individually and collectively hereinafter referred to as Indemnitors) arising out of or in any way relating to performance of this Agreement by Indemnitors, including but not limited to, property damage, bodily injury, or death, or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its 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's 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 Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third-party claims.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

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 coverages during the term of this 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 $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this 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 agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Cyber Liability: 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 for claims arising out of their services including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain for the duration of the contract 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 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.

E. 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 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 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. If CONTRACTOR'S insurance carrier(s) policy(ies) does(do) not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this 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 coverages 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.

5) 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 retentions or self-insured programs shall not be construed as contributory.

6) If, during the term of this 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 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 Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

9) 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 Agreement.

23.   General

23.1   CONTRACTOR shall not delegate or assign any interest in this 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. Except to an affiliate upon written notice by CONTRACTOR to the COUNTY.

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

23.3   In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the 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 Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other 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 Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this 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 Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the 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.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

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 Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this 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 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 Agreement, including any attachments or exhibits, constitutes the entire 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 Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

23.13 This 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 Agreement agrees to the
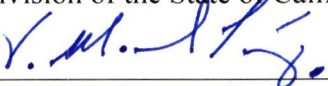
use of electronic or digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("the Act") Cal. Civ. Code §§ 1633.1-1633.17), for executing this Agreement. The Parties further agree that the electronic or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. The Act authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

23.14 Pursuant to California Corporations Code Section 313, please provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

[SIGNATURES ON FOLLOWING PAGE]

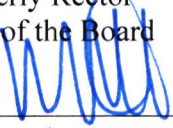IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

By: _____
   V. Manuel Perez, Chair
   Board of Supervisors

Dated: MAY 0 6 2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
   Deputy

APPROVED AS TO FORM:
County Counsel
Minh C. Tran

By: _____
   Amrit P. Dhillon,
   Deputy County Counsel

MCM TECHNOLOGY, LLC, a Delaware limited liability company

By: _____
   Thomas A. Bartels,
   Chief Executive Officer

Dated: 04/15/2025

and

By: _____
   Murray Shaw,
   Vice President

MAY 0 6 2025 3.44

EXHIBIT A
SCOPE OF WORK

1. Project Summary

MCM Technology (Mcm**tech**) proposes to deliver our Comm**shop** Solution to The Riverside County Sheriff (**Customer**) as defined in this Statement of Work (SOW). This SOW is intended to outline both the software deliverables for the solution and the professional services and processes for implementing the solution.

Comm**shop** is an enterprise-class asset and work order management software solution designed to track and manage the life cycle of complex radio systems and equipment inventory. This enterprise-class, web-based software application allows for the recording and continued management of data related to serialized and/or capitalized assets. A robust work order module is also included, allowing detailed repair and maintenance activities to be recorded.

An experienced team of software engineers will be responsible for delivering this solution by way of a proven, methodical series of professional services. The structure of these services has been designed to allow for the most successful and effective integration of the software to each unique end user environment based on the best practices of the public safety communications industry.

2. Definitions
The following is a list of defined terms that will apply to this Statement of Work:

1. Solution – a combination of software and services deliverables that are combined to meet a particular need. (Example - Mcm**tech**'s solutions are Comm**asset**, Comm**shop**, Motion**track**, and Motion**360)**

2. Application – a group of modules that are licensed together and linked to a single database.

3. Page – a collection of screens or layouts within an application, consisting of fields, options, and detail or list views that allow the end-user to interact with the database, display format for the screen within the application.

4. Schema – the tables and relationships defined within a single database, design of tables in the database.
5. Database – a collection of tables containing data for a single customer entity.

6. User license – a named account providing end-user access to the application. Mcm**tech** application user licenses are not concurrent licenses.

7. Beneficial Use – the date in which the system has been fully configured, data converted, training provided, and access is available to the Customer.

3. Project Responsibilities
The following is a list of responsibilities for both Mcm**tech** and the Customer as it relates to delivery of the solution.

3.1 Mcmtech responsibilities
- Assign a Project Manager
  - ✓ Coordinate project schedule
  - ✓ Provide Project Documentation
    - Project Schedule
    - Training Schedule
    - Electronic training manuals
  - ✓ Assign tasks to project team
    - Installation
    - Data Conversion
    - Training

3.2 Customer responsibilities
- Assign a Project Manager
- Identify key subject matter experts and ensure proper availability and participation during implementation, especially as it relates to the following areas:
  - ✓ Installation (I/T)
  - ✓ Data collection and consolidation, prior to conversion
  - ✓ Business Processes
- Adhere to agreed upon Project Timeline
- Address requirements for background checks or on-site authorization and/or access to facilities

4. Project Deliverables

4.1 Software deliverables

4.1.1. Commshop core applications
- Commshop license includes a single database / instance for the application.
- **agency** - manage customer records and the database hierarchy for the customers that are supported by the asset and service management applications.
- **asset** - capture detailed records for both serialized and capitalized assets including location, assignment, configuration and more.
- **id management** - control how radio system ids are assigned; avoid duplications and assignments outside of pre-determined id ranges.
- **sites** - create detailed profiles for each site, identifying key information like location, vendors, site access, and linking equipment to the site record.
- **alerts** - automate notifications via email and in-app alerts based on dates and changes to data on a record.
- **dashboards** - easy access and view of key system metrics for assets, work orders and inventory via configurable dashboards and exportable graphs and charts.
- **work orders** - track service and preventative maintenance with labor and materials while linking records to agencies, assets, locations and sites.
- **inventory** - monitor consumable inventory quantities on-hand, utilization, and reorder levels.
- **purchase orders** - issue orders to buy consumable inventory and fulfill orders to replenish stock.
- **Stock reporting**

✓ Asset by Agency Listing
✓ Asset Detail Form
✓ Work Order Form
✓ Work Order Invoice
✓ Packing List Form
✓ Work Order by Agency Listing
✓ Work Order by Item Listing
✓ Purchase Order Form

4.1.2. Core user licenses
- Core users are users that will have the ability to add, modify, and delete information by group permission. These users can also have access to supporting table management (Manage All). Core users could also have the ability to create new users, modify user permissions and restrict all user access.
- Core users are named accounts and are licensed by application.
- The number of core user licenses quoted in this proposal is ten (10).

4.1.3. Light user pages (optional)
- Light User Asset Page – allows light users to access assets based on permissions granted by the system administration with the ability for "read only" access or edit capability on limited fields. Light users cannot add or delete records.
- Light User Service Request Page – allows light users to fill out a pre-defined service request form that will generate a new work order when submitted. This page will also allow light users to view submitted request history for their agency.
- Two light user pages were included in this proposal.

4.1.4. Light user licenses (optional)
- Light user accounts provide access to the light user pages, as defined above. Core administrative users will manage the light user access and permissions.
- Light users are named account and are licensed by application.
- Fifteen (15) light users were included in this proposal.

4.1.5. Enhancements Software (optional)
- Azure AD Single Sign On
- Inspections – this module allow the Customer to create unlimited types of inspections with related, custom-definable tasks that should be completed in order to satisfy the inspection. Inspection records can be created against and Agency, Location, Site or asset. Inspection records will be kept historically in the system for reporting purposes.

4.2 Hardware deliverables
For hosted solutions, Mcm**tech** will provide the following in the cloud hosted environment:
- All licensing, storage and backup for the database and application
- Maintain access to the application via secure web address (using SSL)

The following hardware specification would be applicable should Riverside County Sheriff desire to start with or move to an on-prem system in order to utilize the RAM Integration:

4.3 Professional Service deliverables

It's essential to have the proper implementation services to ensure a successful deployment of any software application. The following is a list of professional services that are included as part of the software implementation:

4.3.1. Project management

a project manager will be assigned to lead the project and handle scheduling and assignment of the project tasks among the **Mcmtech** project staff.

4.3.2. Pre-engineering

During pre-engineering, Mcmtech will conduct information gathering interviews and meetings to review the Customer's current business processes. These pre- engineering sessions will allow the Mcmtech Project Management staff to better understand the environment for which the software solution will be installed and identify the most effective plan for the implementation process. The typical areas covered will include:

- Workflow processes
- User roles and permissions
- Data structure
- Review of the data conversion plan
- Training considerations

4.3.3. Database configuration

Mcmtech has a standard schema and page design for each of our solution applications. The Customer will receive the standard database schema and default pages, unless noted differently in this section. Based on discussions and review of the application during the pre-engineering process, the standard pages may be adjusted as follows:

- Mcmtech can remove fields from screens that are not needed
- Mcmtech can change field labels
- Mcmtech will manage "Custom Fields" per asset category per the customer's request

Other standard configuration tasks included with database configuration:

- Supporting tables
- User Groups and Permissions
- Menu Configuration
- Report Form Modifications (logo, address, etc.)

4.3.4. Software installation

The Mcm**tech** project staff will install the software solution in the cloud environment. For cloud solutions, all the hardware and software needed to host the solution will be provided by Mcm**tech** and the cloud provider.

4.3.5. Data conversion

The Mcm**tech** project staff will perform a conversion of Customer data one time, prior to user training. The preferred format for data conversion is Microsoft Excel. Data will be reviewed prior to conversion, and the Customer may need to spend time consolidating data files. The Mcm**tech** staff will then take the final data and load it into the solution database to match the configuration of the system. Once the data is converted, a data review will take place to ensure the Customer is satisfied with the final result.

As part of the implementation, unless otherwise noted, Mcm**tech** will convert the following data.

- Agency / Customer information (single file)
- Asset information (single file)
- Site data (single file)

** Data will only be converted one time. **

4.3.6. User training

Following data conversion, the Mcm**tech** project staff will conduct user training.

4.3.6.1 Training Schedule

The training schedule will be set by the Mcm**tech** Project Manager and Customer Project Manager. This schedule should take into consideration the availability of key personnel and their schedules.

The schedule is made up of multiple sessions that cover the same topics, so that small groups of personnel can be trained at different times, without affecting your normal workload and staffing capabilities.

A training schedule outline will be developed prior to the training sessions and agreed on by both parties.

4.3.6.2 Training Manuals

Mcm**tech** will provide soft copies of standard training manuals. Training materials are also made available through Mcm**tech**'s Customer Support Portal, which is accessible by Mcm**tech** customers on the company website.

4.3.6.3 Training Methodology

A variety of teaching methods may be offered, including one-on-one individual training, classroom and web-based education. The training team will tailor the education to fit the number of users, timeframes and available facilities.

Depending on the needs of the customer, the training team normally recommends a combination of the following training methods:

- Classroom sessions for group specific training (i.e. Administrators, Technicians, Inventory clerks, etc.)
- Hands-on training with users at their work locations

4.4 Support & Maintenance

The proposed solution includes 12 months of Support & Maintenance for the software, starting when beneficial use of the software begins ("Go-Live").

4.4.1. Application Support

A toll-free number is available to access during Mcm**tech** business hours for Support staff to provide guidance on the use of Mcm**tech** software and associated functionality, as well as Technical Assistance, which may include:

- User interface assistance (basic functionality)
- User account management
- Server migrations due to technology refresh or failures
- Changing existing field labels
- Adding or changing custom category detail fields

Standard Support hours are from 8:00 am – 5:00 pm Central Time. Mcm**tech** Support Line – (877) 626-6156 or Email support@mcmtechnology.com

4.4.2. Version Updates

Mcm**tech** provides periodic application updates that include new features which have been developed based on customer input and necessary software patches. Product enhancements are designed by Mcm**tech's** Product Development Team with direction from Mcm**tech**'s Solution Implementation Engineers. Updates may include changes such as:

- New Application Utilities
- Increased Reporting Capabilities
- User Interface (UI) Enhancements
- Workflow Improvements and Features
- Increased Application Performance

There is 1 major release per year and the potential for multiple minor releases. These version updates are applied automatically in our Cloud hosted environment for all hosted customers. Mcmtech will schedule and notify customers when performing yearly major updates and any minor releases or patches that may be required between the major release periods.

4.4.3. Update webinars

Mcmtech provides a webinar review of new Features and products to ensure that customers are up to date on all the latest enhancements and how they can utilize them within their organization. It is available for download on the Mcmtech Customer Support Portal.

4.4.4. New Version Upgrades

Maintenance customers are offered incentives on future full version upgrades. Version upgrades are not included under support and maintenance.

4.4.5. Services Not Covered

Support & Maintenance does not cover Custom Development, page or schema changes, building custom reports, dashboard modifications or converting data (beyond the one-time conversion). These services must be scoped and quoted per request.

4.5 Requirements beyond Project Scope

Any deliverables or requirements beyond those identified in this SOW are subject to additional costs and should be negotiated separate from this proposal.

A separate proposal or change order will be provided along with documentation on the new requirements that must be agreed upon by both parties outside of the existing project scope.

4.5.1. Additional Costs Incurred

Additional costs incurred by the Customer before, during, or after the implementation that may be required as a result of this project but are outside the deliverables defined in this SOW will be borne solely by the customer. This includes, but is not limited to, cost for the purpose of providing site access, insuring technological compatibility, and undertaking hardware upgrades.

Also, Mcmtech will not incur or invoice the Customer for any expenses relating to activities outside of the scope of work, without prior approval from Customer.

5. Project Timeline

Mcmtech proposes to begin the implementation process, within 60 days of the contract award and to complete the implementation of the system within 120 days of the start date of the project. Mcmtech will not be responsible for delays caused by the unavailability of Customer personnel, or other events beyond its control (e.g. malfunctioning infrastructure elements, delays of input data), as these delays could directly impact end-date deliverables.

6. Project Milestones

The Project will be broken down into several project milestones to allow the Project Team and the Customer to track deliverables and completion of tasks.

The proposed Project Milestones are as follows:

1. Purchase order issued; Project Kick Off Call complete
2. Pre-engineering and database configuration services delivered
3. Data conversion and User Training; Beneficial Use; Final Acceptance

These project milestones are listed in Appendix A: Milestone Completion Document.

7. Project Final Acceptance

Final acceptance is defined as the completion of all deliverables and recognition of beneficial use of the software. Final acceptance will be confirmed by customer signatures on Appendix A (Milestone Completion Document).

8. Milestone Completion Schedule

Task / Milestone	Acceptance Criteria	Completion Date	Payment
Milestone #1	✓ Purchase order issued ✓ Project Kick Off Call complete		100% of software
Milestone #2	✓ Pre-engineering complete ✓ Database configuration		50% of services
Milestone #3	✓ Data Conversion and User Training ✓ Beneficial Use ✓ Final Acceptance		50% of services

* Completion of Milestone #3 constitutes acceptance by Customer as project completion.

EXHIBIT B
PAYMENT PROVISIONS

Product Name, Description, and Version:	Commshop powered by Motiondeck
Operating System	Microsoft Server OS 2019 or later
Database Platform	SQL Server 2019 or later
Delivery Method	**Hosted, Subscription-Based Access**
Number of Authorized Users and Details	**10** Core User Licenses **15** Light User Licenses
Hardware	**Specs and recommendations in Statement of Work**
Fees:	
User and Professional Services Fees (As detailed in the quote below, Year 1 includes installation/ integration fees; Year 2 and future years includes additional licenses to accommodate up to 25 core users with a 3% annual increase)	$108,268.75 Year 1 $56,763.00 Year 2 $58,465.89 Year 3 $60,219.87 Year 4 $62,026.46 Year 5
Support Hours	**8:00 am to 5:00 pm (Central Standard Time), Monday through Friday, exclusive of those holidays observed by the Company.**
Payment Terms	**Net 30**
Special Terms and Conditions	
Customization Services	**Solution includes Inspections and Advanced SSO from Azure, in addition to the standard** Commshop **features.**
Uptime Commitment	**The Company shall make the Platform available to Customer through a remote hosted server 99.5% of the time, 24 hours / day, 7 days / week.**

Partner / Contract: Houston-Galveston Area Contract (# EC07-23), for
Customer: Riverside County Sheriff
Quick Quote: Riverside County Sheriff_1
Contact: Trish Byrd
Email: pbyrd@riversidesheriff.org
License Key: LN45687-6039281

Mcmtech Rep: DD
Quote #: Riverside County Sheriff_1_20250130

Software Applications			Unit List Price	Extended List Price	Final Unit Price	Negotiated Price
	Number of Months Quoted:	12				
Subscription Licensing (per user / per year)						
4071-MO-CS-M	Commshop powered by Motiondeck	10	$ 3,300.00	$ 33,000.00	$ 2,805.00	$ 28,050.00
4071-MO-LU-2-M	Asset & Service Request Light User	15	$ 125.00	$ 1,875.00	$ 106.25	$ 1,593.75
4071-MO-CD-M	Custom Application Development (per hour) - Inspections Module	16	$ 225.00	$ 3,600.00	$ 191.25	$ 3,060.00
4071-MO-AD-INT-M	Advanced Active Directory Integration from Azure (per app)	1	$ 3,700.00	$ 3,700.00	$ 3,145.00	$ 3,145.00
	Total Software Subscription Fees:			$ 42,175.00		$ 35,848.75
	(Support & Maint Included in Subscription Fee)					
PROFESSIONAL SERVICE BUNDLES *						
4011-MO-CS-PSB-M	Commshop Prof Svcs Installation Bundle	1	$ 68,500.00	$ 68,500.00	$ 58,225.00	$ 58,225.00
4011-MO-LU-PSB-M	Light User Page Prof Svcs Installation Bundle (per page)	2	$ 3,750.00	$ 7,500.00	$ 3,187.50	$ 6,375.00
4011-MO-AD-INT-PSB-M	Prof Svcs to implement Advanced Active Directory SSO Integration	1	$ 5,500.00	$ 5,500.00	$ 4,675.00	$ 4,675.00
	Total Professional Service Bundles:			$ 81,500.00		$ 69,275.00
NON-BUNDLED PROFESSIONAL SERVICES:						
Implementations Services						
4011-PS-IS2-M	Database Configuration - Inspections module configuration	2	$ 1,850.00	$ 3,700.00	$ 1,572.50	$ 3,145.00
	Total Non-Bundled Professional Services:			$ 3,700.00		$ 3,145.00
	TOTAL YEAR-ONE COSTS:			$ 127,375.00		$ 108,268.75

4071-MO-CA-L-SM2	Year 2 - includes additional license to accommodate up to 25 corer user licenses for future years	$ 66,680.00		$ 56,763.00
4071-MO-CA-L-SM3	Year 3	$ 70,119.00		$ 58,465.89
4071-MO-CA-L-SM4	Year 4	$ 73,624.95		$ 60,219.87
4071-MO-CA-L-SM5	Year 5	$ 77,306.20		$ 62,026.46

All Pricing is quoted in US Dollars. Taxes are not included in pricing, and would be additional, if applicable, and would be the obligation of the customer.

** Support & Maintenance (and/or subscription license, if applicable) shall be renewable annually for any number of 12 month terms. The annual renewal rate shall be determined based upon the prevailing rates at the time of the renewal. The full year's renewal fees are prepaid and are due and payable at the time of the renewal. Support & Maintenance includes: technical support regarding software questions; guidance regarding operational interactions; release updates to existing modules; patches & fixes; and new enhancements.

Future years of this quote have an annual increase of 3.0%

* Professional Services Bundles inlcude any number of the "non-bundled" Professional Services listed above, including those necessary for the implementation of the purchased Software Applications.

EXHIBIT C
SOFTWARE LICENSE AGREEMENT

The Parties hereto desire to provide for the terms and conditions pursuant to which Customer will be granted the rights to access and use the Company's software as a service (SaaS) platform described in the attached **Product Schedule(s)** attached hereto and made a part hereof (the "Platform"). This Agreement, along with the **Product Schedule(s)**, the Professional Services Agreement (**Exhibit A**), and the Statement of Work (**Exhibit B**) represent the entirety of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the respective covenants, agreements and undertakings of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1.   Rights to Use Platform and Limitations. Subject to Customer's payment of all applicable fees pursuant to Section 12 hereof and the other terms and conditions set forth in this Agreement, the Company hereby grants Customer a personal, nonexclusive, non-transferable limited right to access and use the Platform in the manner and for the intended purposes described in the **Product Schedule(s)** and in the user manuals and other documents relating to the Platform that are provided to the Customer by the Company (collectively, the "Documentation"). Such right is limited to the right to access the Platform through the password-protected portal provided by the Company for such purpose and the Platform may only be accessed and used for Customer's own internal business use and benefit, all in accordance with the terms and conditions of this Agreement and the Documentation. Such right to access and use the Platform is limited to the number of users authorized by the Company set forth in the **Product Schedule(s)** ("Authorized Users"). The Company will provide Customer with passwords for the number of Authorized Users described in the **Product Schedule(s)**. Customer acknowledges and agrees that the Platform is a SaaS solution, and that Customer therefore has not been granted any right or license in or to any software code (whether object or source) or design or instructional documentation that comprises, is part of, or is related to the Platform (collectively, "Software") pursuant to this Agreement.

2.   Authorized Users. Customer is responsible and wholly liable for all acts or omissions occurring through the use of the Platform provided hereunder, whether directly or indirectly, and whether or not Customer or any Authorized User has knowledge of such acts or omissions. Further, Customer represents and warrants that it has full authority to grant the rights granted by this Agreement on behalf of the Authorized Users. Customer represents and warrants that the terms and conditions of this Agreement shall be binding upon Customer and all Authorized Users.

3.   Company's Obligations. The Company shall provide Customer with the ability to access the Platform through an online portal and the passwords necessary to allow all Authorized Users to access the Platform, together with any necessary Documentation and instructions on how to use the Platform. Customer agrees to provide the Company with reasonable access, information, and feedback regarding its and its Authorized Users' use of and experience with the Platform. Without limiting the foregoing, Customer agrees that it will permit the Company to monitor Customer's use of the Platform, including without limitation the number and nature of Customer and its Authorized Users' uses of the Platform.

4.   Customer's Obligations and Agreements

(a)   Customer shall be solely responsible for the hardware environment, software environment, working location and security, access and rights management, and physical needs to allow its Authorized Users to access the Platform, including without limitation: (i) acquiring adequate computer hardware, which shall at least comply with the minimum requirements identified by the Company for proper access and use of the Platform; and (ii) insuring proper machine configuration, operating system, and network configuration for proper access and use of the Platform. Customer shall notify the Company of any changes to its hardware or software environment, and the effect of such changes on the use of the Platform.

(b)   Customer shall be solely responsible for and obtain all rights necessary for the Company to perform any services, whether installation, implementation, or otherwise, under this Agreement, whether or not the subject of a specific request by Customer.

(c)   Customer shall cooperate with the reasonable efforts of the Company to, from time to time, gather data regarding the performance of the Platform or any problems associated therewith. Customer shall complete such site survey forms as the Company shall from time to time provide, and return them to the Company promptly.

(d)   Customer shall allow the Company to visit the site where Customer and/or Authorized Users access the Platform when and as reasonably requested periodically for testing and maintenance, providing reasonable access and control appropriate to such purposes.

(e)   Customer shall advise the Company of any errors, functionality concerns, unexpected results, non-compliance with the specifications, and any other issue and information that reasonably may be of interest to the Company in improving the Platform. Customer shall work with the Company to identify what aspects of Customer's environment or operation (if any) cause problems or negatively affect the use of the Platform, and shall provide troubleshooting, debugging, and maintenance assistance where problems appear to relate to Customer's environment.

(f)   Reserved.

(g)   Customer shall use the Platform only as authorized herein, and instruct its Authorized Users and all others having access to the Platform to act in conformity with Customer's obligations under this Agreement.

(h)   Customer acknowledges that any and all feedback, information, and suggestions provided or made by Customer relating to the Platform or the Software or installation thereof or any services provided under this Agreement (collectively, "Customer Feedback") are and shall remain solely and exclusively owned by the Company, in accordance with Section 5 hereof. The Customer agrees to assign, and upon creation of any Customer Feedback does hereby assign, to the Company, without further consideration, the entire right, title, interest, and privilege (throughout the United States of America and in all other countries and jurisdictions) in and to all Customer Feedback. The Customer further agrees to execute any documents that may be necessary or desirable to effect, enable, confirm, or evidence such assignment. The Company may use all Customer Feedback for any purpose whatsoever, including, without limitation, modifying, improving, enhancing or revising the Platform or the Software or any products or services

provided by the Company or developing additional products and services. The Company is under no obligation to use any Customer Feedback.

(i)   The Company reserves the right, with thirty (30) days prior written notice to Customer, to modify, improve, enhance or revise the Platform in any manner the Company deems appropriate, including, without limitation, to provide different features, features in different combinations, and/or different environment configurations.

(j)   Customer acknowledges and agrees that the Company is not responsible for the software, hardware, products, and services of other entities or any problems with the Platform caused by incompatibilities or failures of other parties' products or services. However, the Company may, in its sole discretion, elect to work with Customer to attempt to resolve any problems with the Platform caused by incompatibilities or failures of other parties' products or services. This includes, but is not limited to, any Company time required to research, test, evaluate, restore corrupted or erroneous data, or consult with outside technical support resources for problems caused by programming limitations or errors in software.

(k)   Customer must, and must cause all Authorized Users to, strictly comply with all terms and conditions and policies of using the Platform that are set forth in Section 5below, elsewhere herein, and in any other written or electronic format, including, without limitation, in any click-through agreement or posted on the Company's website.

5.   Title and Ownership. This Agreement only grants limited rights to access and use the Platform through an online portal and does not grant, transfer or assign any right, title or interest in or to the Platform, the Software, any other software, the Documentation, confidential information or other assets or information of the Company. The Company shall have sole and exclusive ownership of all right, title and interest in and to the Platform, the Software, any other software, the Documentation, confidential information or other assets or information of the Company and any additions, modifications, improvements, enhancements, or revisions thereto arising during or as a result of this Agreement or any collaboration between the Company and Customer (including their respective personnel), including, without limitation, all media and documentation relating to the foregoing and all intellectual property rights associated therewith (including, without limitation, rights to copyrights, trade secrets, and know-how) (collectively, "Company IP"). The Customer agrees to assign, and upon creation of any Company IP does hereby assign, to the Company, without further consideration, the entire right, title, interest, and privilege (throughout the United States of America and in all other countries and jurisdictions) in and to all Company IP. The Company further agrees to execute any documents that may be necessary or desirable to effect, enable, confirm, or evidence such assignment.

6.   Restrictions. Customer covenants and agrees that it shall not, and shall not allow any Authorized User or any third party to, or attempt to, create, replicate, decompile, disassemble, copy, adapt, 'unlock', translate, alter, reverse engineer, revise, disclose, or make derivative works of the Software (each an "Alteration"), directly or indirectly by any method. Customer agrees not to develop any software based on any portion or function of the Software. All copies, modifications, Alterations and derivative works (whether or not authorized) automatically upon creation (1) belong to the Company, (2) become subject to the limitations and obligations of Customer under this Agreement, and (3) are excluded from any warranty or other obligation by the Company. Customer further agrees that it will not, directly or indirectly: (a) access or attempt to access (or allow any Authorized User to access or attempt to access) the Software or any portion thereof; (b) merge the Software with any other software; (c) attempt to derive the source code for the Software; (d) use, copy or distribute the Software except as expressly allowed hereunder; (e) provide, lease,

lend, use the Platform or any portion of the Software for time sharing, application service provider or service bureau purposes; or (f) use the Platform, or any portion of the Software, or allow the transfer, transmission, export, re-export of the Platform or any portion or product thereof in violation of any export control laws or other regulations of the United States or any other government.

7. Confidentiality.

(a) The Company's Confidential Information. Customer agrees: (i) each of the Platform, the Software and the Documentation is a valuable and unique asset, which in each instance is the property of the Company; and (ii) Customer will maintain all matters and information related to the Company IP or the design, development, operation, testing or use thereof, together with any other information relating to the Company's business plans, strategies, pricing, customers, clients, intellectual property, financial matters, and operations (collectively, "Company Information") in strict confidentiality. Without limiting the foregoing, Customer shall maintain at least as protective procedures regarding Company Information as it maintains with respect to its own confidential information, but in no event less than a reasonable standard of care. Customer shall take reasonable security precautions to prevent the Platform from being seen by unauthorized individuals. Company Information shall not include, and Customer shall thus not be so restricted with respect to, (A) information that is now or hereafter becomes generally available to the public through no fault of Customer, (B) information Customer already had in its possession prior to its receipt from the Company, or (C) information Customer received from a third party on a non-confidential basis and not derived from the Company. In the event Customer is requested or required (by law, a valid order of a court or other governmental body or by oral questions, interrogatories, requests for information or documents, subpoenas, or other similar or other similar process) to disclose any portion of the Company Information or any opinion, judgment, or recommendation concerning any portion of the Company Information, Customer shall, if permissible under applicable law, first provide the Company with written notice of such request or requirement so that the Company may seek appropriate legal protection or waive Customer's compliance with the provisions of this Section 7(a). If Customer is, in the opinion of its legal counsel, compelled to disclose Company Information, Customer may disclose only that portion of the Company Information

(b) Customer's Confidential Information. The Company agrees that it will not disclose and will hold in strict confidence any and all confidential information that is brought to the Company's attention by Customer or otherwise in the course of the Company providing the Platform and related services to Customer during the term of this Agreement (collectively, "Customer Information"). Customer Information shall include, without limitation, all information relating to Customer's assets, finances, and operations. Except as authorized herein, without the prior written consent of Customer, the Company agrees that it will not use any Customer Information for any purpose other than the provision of the Platform and related services to Customer. Customer Information shall not include, and the Company shall thus not be so restricted with respect to, (A) information that is now or hereafter becomes generally available to the public through no fault of the Company, (B) information the Company already had in its possession prior to its receipt from Customer, or (C) information the Company received from a third party on a non-confidential basis and not derived from Customer. In the event the Company is requested or required (by a valid order of a court or other governmental body or by oral questions, interrogatories, requests for information or documents, subpoenas, or other similar or other similar process) to disclose any portion of the Customer Information or any opinion, judgment or recommendation concerning any portion of the Customer Information, the Company shall, if permissible under applicable law, first provide Customer with written notice of such request or requirement so that Customer may seek appropriate legal protection or waive the Company's compliance with the provisions of this Section 7(b). If the Company is, in the opinion of its legal

counsel, compelled to disclose Customer Information, the Company may disclose only that portion of the Customer Information which its counsel advises that it is compelled to disclose. For the sake of clarity, nothing in this Section 7(b) shall prohibit the Company from using general information about the reliability and performance of certain assets, best practices in asset tracking, maintenance and servicing, provided that such data is used on an aggregated basis in a manner that does not identify the Customer as the source thereof.

8.   Support and Maintenance; Hosting. Support and maintenance for the Platform shall be provided for each period all applicable User Fees (as defined in Section 12 below) are paid, as follows:

(a)   Telephone, Email and Online Support. The Company shall provide reasonable telephone and email support in the form of advice regarding Customer's use of the Platform. Telephone support shall be provided from 8:00 am to 5:00 pm (Central Standard Time), Monday through Friday, exclusive of those holidays observed by the Company. The Company's support individuals ("Support Representatives") shall be reasonably competent in the use and operation of the Platform. The Support Representatives will act as primary interface to the Company for support purposes. The Company will make all commercially reasonable efforts to address any problems reported by Customer to the Support Representatives. Additionally, Customer shall have access to any customer service help pages or portal on the Company's website that the Company may elect, in its sole discretion, to make available from time to time, to give Customer access to training manuals, tips and tutorials, documentation, and webinars.

(b)   Material Malfunctions and Defects. In the event of a material malfunction or defect which does not permit the Platform to operate substantially in accordance with the Documentation, the Company shall perform the services described in Section 9(c) below; provided, however, that Customer fulfills all of its obligations set forth therein and elsewhere herein.

(c)   Customer Obligation. As a condition to the Company's obligation to provide support, Customer agrees to furnish the Company with all information, materials and/or access as requested by the Company that may be needed and reasonably required for use in replicating, diagnosing, and correcting a problem reported by Customer.

(d)   Customer-Created Support Issues. Customer is solely responsible for establishing a computing environment that allows Customer to access the Platform, including all network connections and system requirements as set forth in the Documentation, and for complying with the terms of this Agreement. If any problem reported to the Company pursuant to this Section 8 is the result of Customer's inability to comply with the requirements for accessing the Platform, or the misuse of the Platform, or is unrelated to the Platform, Customer shall reimburse the Company for professional services provided in response to such problem at the Company's then current published standard rates for such services.

(e)   Hosting and Uptime. The Company shall make the Platform available to Customer through a remote hosted server the percentage of time and during the hours set forth on the **Product Schedule(s)** (the "Up-Time Commitment"). Calculation of the Up-Time Commitment shall exclude unavailability of the Platform caused by any of the following: (i) reasonable, scheduled, announced downtime for maintenance; (ii) failures in the Internet, network, or computing environment or otherwise that are outside of the Company's control; (iii) hardware, communication lines or application problems (*e.g.*, Internet, ISDN, DSL, etc.) of Customer that prevent/disrupt access; or (iv) failures by Customer to comply with the Documentation for the Platform that directly lead to unavailability of the Platform.

9. <u>Limited Warranties.</u>

(a) <u>Company Warranties.</u> The Company warrants that: (i) it has the right to provide the Platform to Customer pursuant to this Agreement; (ii) Customer's permitted use and access to the Platform and Documentation will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement, or any other agreement to which the Company may be subject; and (iii) neither the execution of this Agreement by the Company nor the performance by the Company of its obligations hereunder shall infringe any intellectual property rights of any third party with respect to the Platform or Documentation.

(b) <u>Material Defects.</u> The Company warrants that it shall use commercially reasonable efforts to ensure the Platform shall be free from material defects and shall operate substantially in accordance with the then current applicable Documentation.

(c) <u>Remedy.</u> In the event of a breach of <u>Section 9(b)</u> hereof, the Company responsibility for such breach shall be to: (i) correct such defects or failures to operate substantially in accordance with specifications or provide a work-around solution; (b) replace any defective Platform; or (c) correct any errors in the Company's Documentation to substantially conform to the intended performance of the Platform and resubmit such Documentation to Customer. The foregoing obligations of the Company are void if the Company does not receive notice in writing from the Customer of a breach within five (5) business days following the occurrence thereof or if the Product or Platform are used or accessed in a manner inconsistent with this Agreement, the Documentation, or other written instructions provided by the Company to Customer hereunder, in which event Customer shall be invoiced for any additional Platform rendered by the Company to remedy the problem at the then current rates at the time such Platform renderings are performed.

(d) <u>Warranty Limitation.</u> The warranty provided in <u>Section 9(b)</u> does not cover any portion of the Platform that malfunctions for reasons not connected to the logic of the Platform or for reasons not under the control of the Company. The performance of the Company's obligations under <u>Section 9(b)</u> shall be the initial obligation to Customer as a consequence of breach of <u>Section 9(b)</u> hereof, and Customer retains the right to file claims against the Company as a result of such breach.

(e) <u>Viruses.</u> The Company shall use commercially reasonable efforts to ensure that the Platform shall be free of any programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), the purpose of which is to intentionally cause the Platform to cease operating, or to damage, interrupt, interfere with or hinder the operation of the Platform or Customer's system; provided that the Platform may deny access to Customer in the event Customer does not make timely payment of amounts owed to it by Customer hereunder.

(f) <u>Professional Services.</u> The Company represents that all professional services to be provided by the Company hereunder will be performed by qualified workers, and in a professional and workmanlike manner, and that the services will conform to the applicable requirements and specifications and to the standards applicable in the software industry. The Company agrees that if any such service is not in material compliance with this warranty and such non-compliance is brought to the Company's attention within five (5) business days after such services are performed, then as the sole remedy for a breach of this warranty the Company will re-perform the applicable services at the Company's sole cost and expense.

(g)   Enjoined Software. In the event of a breach of Section 9(a)(iii) hereof or if substantial use of the Platform for its intended purpose is enjoined through an injunction, the Company shall, in its discretion and at no expense to Customer and as the Company's total maximum liability and the Company's entire obligation to Customer as a consequence of breach of Section 9(a)(iii) hereof, either (i) procure for Customer the right to continue using the Platform or (ii) replace or modify the Platform so that it becomes non-infringing and is of equivalent or superior functionality. If neither of the foregoing alternatives are available, Customer may terminate the rights granted in Section 1 hereof with respect those areas where the use of the Platform is found infringing. If such rights are terminated, Customer will be entitled to, and the Company will remit to Customer, a refund of a proportionate amount of the fees paid hereunder to use the Platform during the last twelve (12) months of use. If the injunction or action is withdrawn or a settlement of such action is reached, the affected rights will be reinstated under the terms of this Agreement.

(h)   Insurance Requirements. Company 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 Company, its agents, representatives, or employees. Company 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 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 Company. 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.

10.   Disclaimer of Warranties. EXCEPT AS EXPRESLY SET FORTH HERIEN, THE PLATFORM, THE SOFTWARE, THE DOCUMENTATION AND ALL OTHER COMPANY IP IS PROVIDED "AS IS," AND THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLATFORM, THE SOFTWARE,DOCUMENTATION OR OTHER COMPANY IP OR ANY SERVICES RENDERED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY WARRANTIES RELATING TO RESULTS TO BE DERIVED FROM THE USE OF, THE PLATFORM, THE SOFTWARE, THE DOCUMENTATION ANY OTHER COMPANY IP, SERVICE, OR OTHER MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT OR UNDER ANY SCHEDULE, EXHIBIT OR ATTACHMENT HERETO. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE PLATFORM OR ANY SOFTWARE OR OTHER COMPANY IP WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT IT IS A SOPHISTICATED PARTY TO THIS AGREEMENT AND RECOGNIZES AND AGREES THAT THIS PROVISION IS AN INTEGRAL PART OF COMPANY'S PRICING AND AN IMPORTANT FACTOR IN ITS WILLINGNESS TO PROVIDE ACCESS TO THE PLATFORM AND PERFORM SERVICES HEREUNDER.

11.   Limitation of Liability.

(a)   IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION, COSTS OF COVER, LOSS OF USE, LOSS OF ANTICIPATED REVENUES OR PROFITS, OR DAMAGES RESULTING FROM OR RELATING TO CLAIMS BROUGHT AGAINST CUSTOMER BY THIRD PARTIES, REGARDLESS OF WHETHER THE COMPANY OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CUSTOMER CANNOT CLAIM, DEMAND OR SEEK RECOVERY FROM THE COMPANY OR ITS REPRESENTATIVES FOR ANY OF THE FOREGOING LOSSES OR DAMAGES AND THE COMPANY WILL NOT INDEMNIFY CUSTOMER FOR ANY SUCH CLAIMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY HEREBY DISCLAIMS ANY PRODUCT LIABILITY AS A CONSEQUENCE OF LOSS OR DAMAGE TO PROPERTY WHICH, IN VIEW OF ITS NATURE, IS NORMALLY INTENDED FOR COMMERCIAL USE. IN NO EVENT SHALL THE COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH OR RELATING TO THE PLATFORM, THE SOFTWARE, THE DOCUMENTATION, OR THE SERVICES CONTEMPLATED HEREBY OR THIS AGREEMENT EXCEED **ONE MILLION DOLLARS ($1,000,000)**. THESE LIMITATIONS SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE. NO LEGAL ACTION OR OTHER CLAIM ARISING IN CONNECTION WITH THE PLATFORM, THE SOFTWARE, THE DOCUMENTATION, OR THE SERVICES CONTEMPLATED HEREBY OR THIS AGREEMENT MAY BE BROUGHT AGAINST THE COMPANY MORE THAN ONE (1) YEAR AFTER IT ACCRUES.

(b)   Without limiting the foregoing, Customer shall be solely responsible for verifying any result from use of the Platform if Customer intends to use or rely on such result for business purposes. Customer shall follow proper back-up procedures for any uses of the Platform and for all data, to protect against loss or error resulting from use of the Platform.

12.   Payment. Customer shall pay to the Company the applicable fees set forth on the **Product Schedule(s)** attached hereto and made a part hereof, which shall include one or more periodic fees (each such periodic fee, a "User Fee"). Neither the User Fee nor any other fee due to the Company hereunder includes any federal, state, local or other taxes that may be due thereon or in connection therewith. In addition to the fees due to the Company under this Agreement, and even if Customer shall provide a tax exemption number or affidavit of exemption, Customer shall be solely responsible for paying all applicable taxes, including, without limitation, sales, use, property, excise, value added and gross receipts taxes levied on this Agreement or the sale of the Platform, except for taxes based solely on the Company's net income. Customer shall promptly pay any and all such taxes that may be due or owing. Without limiting the foregoing, in the event the Company is legally compelled to pay any such taxes, Customer shall reimburse the Company in full for all amounts so paid within ten (10) days of receipt of an invoice therefor. All past due amounts shall bear interest of one and one-half percent (1 1/2%), or the highest rate permitted by law, if less, per month from the due date through the date on which such amounts are paid in full.

The COUNTY obligation for payment of this 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 Codes, 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 Agreement shall be deemed terminated, have no further force, and effect.

13. <u>Term and Termination.</u> The use and access rights granted to Customer under this Agreement shall begin on the Effective Date and end on the Term End Date set forth on **Product Schedule(s)** (the "Term") unless earlier terminated in accordance with this <u>Section 13</u>. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination. Notwithstanding the foregoing: (a) either Party may, in its sole discretion, terminate this Agreement if the other Party breaches any material term or provision of this Agreement and such breach is not cured by the breaching Party within ten (10) business days following receipt of written notice thereof from the non-breaching Party; and (b) either Party may terminate this Agreement without prior notice upon (i) the filing of a voluntary petition in bankruptcy by the other Party, or (ii) the passage of one hundred twenty (120) days after the commencement of any involuntary proceeding against such other Party seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any bankruptcy, insolvency or other similar law, if the proceeding has not been dismissed during such 120-day period. Upon the expiration or any earlier termination of this Agreement or the rights granted herein, Customer shall, and shall cause its Authorized Users, to cease to access or use the Platform, and Customer (and its Authorized Users) shall have no further right to use or access the Platform. Upon termination of this agreement, Company shall provide a digital copy of all data that Customer input into the Platform in a formate that is readable with the use of Microsoft Word, Excel or similar program at not additional cost to the Customer. The provisions of <u>Sections 2</u> and <u>4</u> through <u>26</u> of this Agreement shall survive the expiration or any earlier termination of the license and this Agreement.

14. <u>Assignment; Binding Effect.</u> Neither Party may assign or otherwise transfer this Agreement, by operation of law or otherwise, or any of its rights or obligations hereunder without first obtaining the written consent of the other Party; provided that the Company may assign this Agreement and/or its rights and obligations hereunder to any party that purchases the Company, regardless of whether such purchase is structured as a purchase of all or substantially all of the Company's assets or a purchase (whether directly or by way of merger) of a majority of the outstanding equity securities of the Company. This Agreement shall be binding upon and inure to the benefit of each Party's permitted assigns and any immediate, intermediate or ultimate successor to the business or assets of such Party by way of merger, consolidation, reorganization, dissolution, sale or transfer of assets, liquidation or otherwise.

15. <u>Authority.</u> Each Party hereto warrants and represents that it has the authority to enter this Agreement and that its obligations under this Agreement do not and will not conflict with any obligations of such Party to third parties.

16. <u>Relationship of the Parties.</u> The Parties intend that the relationship between them created under this Agreement is that the Company is an independent contractor of Customer only, and nothing contained herein is intended to create any other relationship between the Parties. The Company is not to be considered an employee, agent, joint venturer, or partner of Customer for any purpose whatsoever, and Customer is interested only in the results obtained under this Agreement. Neither Party is granted any right or authority to assume or create any obligation or responsibility for, or on behalf of, the other Party or to otherwise bind the other Party in any way.

17.   Security Policies. The Company and Customer agree that their respective employees, while working at or visiting the premises of the other Party, shall comply with all the internal rules and regulations of the other Party, including security procedures, and all applicable federal, state, and local laws and regulations applicable to the location where said employees are working or visiting.

18.   Force Majeure. The Company shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Company, including, but not limited to, Customer's failure to furnish necessary information, failures or substitutions of equipment or third party software, sabotage, accidents, pandemics, including, without limitation, the COVID-19 pandemic, acts of God, acts of terrorism or war, U.S. or foreign governmental actions, labor shortages or strikes, communications or utility interruption or failure, fire, flood or epidemic.

19.   Enforceability and Reformation; Severability. The Parties intend for all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, in the event that any provision or portion of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, for any reason whatsoever, under present or future law, such provision or portion shall be fully severable and the remaining provisions and portions of this Agreement shall remain in full force and effect and not be invalidated or otherwise adversely effected.

20.   Notices. All notices and other communications required or permitted under this Agreement shall be validly given, made, or served if in writing and delivered personally or sent by certified or registered mail, to the address set forth in the Preamble above, or to such other address as either Party may, from time to time, designate to the other Party by written notice given in compliance with this Section 20.

21.   Remedies. The parties acknowledge that the terms, conditions, and restrictions contained herein are reasonable, equitable and fairly bargained for. In the event Customer breaches this Agreement, Customer acknowledges that a breach would result in irreparable injury to the Company. Customer agrees that the remedy at law for any breach will be inadequate, and that, in the event of such breach, the Company shall be entitled to a temporary restraining order, preliminary and permanent injunctive relief without the need for the posting of a bond or other security or the proving of actual damages, as well as an equitable accounting of all earnings, profits, and other benefits arising from such violation, as well as all damages to the Company, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled.

22.   Waiver. Neither the failure, nor any delay on the part of a Party to exercise any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any waiver of any right or remedy, with respect to any occurrence be construed as a waiver of such right or remedy with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted the waiver.

23.   Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties relating to the subject matter hereof. Any representation, promise, or condition not expressly set forth in this Agreement shall not be binding on either Party. All additions or modifications to this Agreement must be made in writing and executed by both Parties to be effective.

24. <u>Governing Law</u>. The validity and interpretation of this Agreement (including the arbitration agreement contained herein) and the legal relationship of the Parties shall be governed by, construed, and take effect in accordance with the laws of California (excluding any conflict of laws principles). Any action or proceeding between the Parties relating to this Agreement shall be brought exclusively in Riverside County in the State of California; both Parties hereby waive any objection to personal jurisdiction or venue in any forum located in Riverside County in the State of California.

25. <u>Dispute Resolution – Arbitration</u>. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement, including the enforceability of this arbitration clause, whether such claims are brought in contract, tort, or otherwise, shall be decided by arbitration conducted in Riverside, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining, and shall not be decided in the courts unless the parties mutually agree otherwise.

26. <u>Terms and Conditions</u>.

(a) All Authorized Users must be of legal age and agree to all of the Required Terms and Conditions.

(b) Authorized Users and patient users must comply with all laws, rules and regulations regarding online conduct and transmission of information.

(c) Customer agrees, and agrees to cause each Authorized User to agree, not to: (i) access the Platform or use the Platform in any unlawful way or for any unlawful purpose, (ii) post or transmit (a) a message under a false name, or (b) any data, materials, content or information (including, without limitation, advice and recommendations) which (i) is libelous, defamatory, obscene, fraudulent, false, or contrary to the ownership or intellectual property rights of any other person, or (ii) contains or promotes any virus, worm, Trojan horse, time bomb or other computer programming or code that is designed or intended to damages, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Platform, personal information, software, equipment, servers or Information or facilitate or promote hacking or similar conduct, (iii) impersonates or misrepresents its, his or her identity or falsely states or misrepresents its, his or her affiliation with a person or entity, (iv) tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of the Platform, (v) use robots or scripts with the Platform, (vi) or attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code, Information on or received by the Platform, or (vii) to have anti-virus and/or anti-spyware software running that is set to override the Internet browser's cookie settings.

(d) Customer agrees, and agrees to cause each Authorized User to agree, not to: use or provide any information on the Platform that infringes on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties. The Company may delete any Information provided by an Authorized User that it deems in its sole discretion fraudulent, abusive, defamatory, and obscene or in violation of a copyright, trademark, or other intellectual property or ownership right of any other person.

(e) Authorized Users are solely responsible for maintaining the confidentiality of their passwords and for all activities that occur under their passwords. Authorized Users must prohibit anyone else from using their passwords and to immediately notify the Company in writing of any unauthorized use of their passwords or other security concerns of which they become aware.

(f) The Company reserves complete and sole discretion with respect to the operation of the Platform. The Company may withdraw, suspend, or discontinue any functionality or feature of the Platform at any time. The Company is not responsible for transmission errors or corruption or compromise of information carried over local or interchange telecommunication carriers.

(g) The Company may contact any Authorized User by telephone, mail or email to verify such person's employee contact information and other information reasonably necessary to ensure such person has not fraudulently completed registration on the Platform. If any such person, does not promptly provide this information to the Company, the Company may suspend such person's registration.

(h) **CAN-SPAM ACT Compliance.** The Company is committed to being compliant with the "Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003" ("CAN-SPAM Act"), and e-mail newsletters and correspondence received from the Company are intended to fully comply with the CAN-SPAM Act. In the event Customer or any Authorized User receives an e-mail from the Company which Customer or such person does not believe is fully compliant with the CAN-SPAM Act, such user should contact the Company immediately or click to unsubscribe or opt-out of e-mail communications from the Company at any time or type "unsubscribe" in e-mails you receive from the Company. A user of the Platform may not opt-out from receiving communications from the Company if such user desires to continue to use the Platform.

(i) The Company may, at any time and from time to time, in its sole discretion, change the Required Terms and Conditions with thrity days written notice to Customer. Any changes to the Required Terms and Conditions will be effective at the end of the 30 days' notice period.

County of Riverside MCM Technology Agreement

Created:	2025-04-14
By:	John Farrar (JFARRAR@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1uap879pdPh7ZlnJi6gQJr7q-qFfBTUu

"County of Riverside MCM Technology Agreement" History

📄 Document created by John Farrar (JFARRAR@RIVCO.ORG)
2025-04-14 - 10:15:15 PM GMT- IP address: 158.61.14.12

📧 Document emailed to murray.shaw@mcmtechnology.com for signature
2025-04-14 - 10:18:55 PM GMT

📄 Email viewed by murray.shaw@mcmtechnology.com
2025-04-14 - 10:32:16 PM GMT- IP address: 104.28.32.102

🖊 Signer murray.shaw@mcmtechnology.com entered name at signing as Murray Shaw
2025-04-15 - 2:22:00 PM GMT- IP address: 24.158.232.210

🖊 Document e-signed by Murray Shaw (murray.shaw@mcmtechnology.com)
Signature Date: 2025-04-15 - 2:22:02 PM GMT - Time Source: server- IP address: 24.158.232.210

📧 Document emailed to tom.bartels@mcmtechnology.com for signature
2025-04-15 - 2:22:03 PM GMT

📄 Email viewed by tom.bartels@mcmtechnology.com
2025-04-15 - 2:22:19 PM GMT- IP address: 104.28.32.109

🖊 Signer tom.bartels@mcmtechnology.com entered name at signing as Thomas A. Bartels
2025-04-15 - 2:30:04 PM GMT- IP address: 24.158.232.210

🖊 Document e-signed by Thomas A. Bartels (tom.bartels@mcmtechnology.com)
Signature Date: 2025-04-15 - 2:30:06 PM GMT - Time Source: server- IP address: 24.158.232.210

📧 Document emailed to adhillon@rivco.org for signature
2025-04-15 - 2:30:07 PM GMT

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Email viewed by adhillon@rivco.org
2025-04-15 - 4:07:36 PM GMT- IP address: 104.47.65.254

Signer adhillon@rivco.org entered name at signing as Amrit P. Dhillon
2025-04-15 - 4:10:39 PM GMT- IP address: 158.61.6.0

Document e-signed by Amrit P. Dhillon (adhillon@rivco.org)
Signature Date: 2025-04-15 - 4:10:41 PM GMT - Time Source: server- IP address: 158.61.6.0

Agreement completed.
2025-04-15 - 4:10:41 PM GMT

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