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TERRI ROSS  
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UPSHUR COUNTY, TX.  
BY [Signature]  
DEPUTY

**GUARDIAN RFID SYSTEM AGREEMENT**

THIS GUARDIAN RFID SYSTEM AGREEMENT (the "Agreement") is entered into as of April 13, 2021 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Upshur Co. Sheriff's Office, a body corporate and politic under the laws of the state of Texas ("Customer"), having its principal place of business at 405 N Titus St, Gilmer, Texas, 75644.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "GUARDIAN RFID System"), and the Customer desires to implement the GUARDIAN RFID System by licensing the software, purchasing the hardware and support services, and obtaining rights to use the web-based software as a service platform.

NOW THEREFORE, the parties agree as follows:

**1. DEFINITIONS**

- (a) "Acceptance Criteria" has the meaning provided in Section 9(c)(i).
- (b) "Additional Modules" means modules that offer additional features to the GUARDIAN RFID and which may be purchased by the Customer either at the time of the original implementation of the GUARDIAN RFID System or during the Term of the Agreement. The list of Additional Modules available as of the Effective Date is included in Addendum A; however, new Additional Modules may become available during the Term of the Agreement as GUARDIAN RFID develops new products.
- (c) "Agreement" has the meaning provided in the recitals.
- (d) "Authorized Customer Personnel" means any Customer Personnel who need to use the GUARDIAN RFID System in the performance of their duties or collaboration with the Customer, who have agreed to abide by the terms of this Agreement and who have agreed in writing to be bound by the terms of the Confidentiality provisions of this Agreement in Section 15, either by means of an agreement directly with GUARDIAN RFID or pursuant to an agreement with the Customer which restricts the use of the Confidential or Proprietary Information received as an employee, partner, member, owner, or affiliate of the Customer. In no case will the term "Authorized Customer Personnel" include any competitor of GUARDIAN RFID.
- (e) "Authorized GUARDIAN RFID Personnel" means GUARDIAN RFID Personnel who provide services to the Customer under the terms of this Agreement.
- (f) "Complete End User Training" has the meaning provided in Section 7(b)(i).
- (g) "Confidential or Proprietary Information" means any information or data disclosed by either GUARDIAN RFID or the Customer to the other party, including, but not limited to, the terms of this Agreement, negotiations and discussions relating to this Agreement, and any of the following which relate directly or indirectly to the Disclosing Party's products, services, or business:
  - (i) technology, ideas, concepts, drawings, designs, inventions, discoveries, improvements, patents, patent applications, specifications, trade secrets, prototypes, processes, notes, memoranda, and reports; or



- (ii) visual representations concerning the Disclosing Party's past, present or future research, technology, know-how, and concepts; or
- (iii) computer programs, software code, written documentation, products, information concerning vendors, members, customers, prospective customers, employees and prospective employees, market research, sales and marketing plans, distribution arrangements, financial statements, financial information, financing strategies and opportunities, and business plans.

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

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



diagrams, and other support materials) relating to the operation and functionality of the GUARDIAN RFID Software and GUARDIAN RFID OnDemand.

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



- (jj) "GUARDIAN RFID Project Manager" means the person authorized by GUARDIAN RFID to serve as the primary point of contact for project management with the Customer as specified in Section 6(a).
- (kk) "GUARDIAN RFID Software" means the computer programs in object code form and any Updates, enhancements, modifications, revisions, additions, replacements, or conversions thereof owned by GUARDIAN RFID, and either identified as "Software" under the "Product Family" column of the quote provided in Addendum A, installed to enable use of GUARDIAN RFID OnDemand, or subsequently licensed to the Customer. GUARDIAN RFID Software specifically excludes any Third-Party Software and the Customer's Third-Party Software.
- (ll) "GUARDIAN RFID Software Materials" means the GUARDIAN RFID Software, the media containing the GUARDIAN RFID Software and the Documentation.
- (mm) "GUARDIAN RFID System" has the meaning provided in the recitals, and includes the GUARDIAN RFID Software licensed, the GUARDIAN RFID OnDemand platform licensed for access and use, Hardware sold, Third-Party Software used, and services provided by GUARDIAN RFID to the Customer under this Agreement.
- (nn) "GUARDIAN RFID Trainers" has the meaning provided in Section 7(b).
- (oo) "Hardware" means all hardware, equipment, and other tangible items supplied to the Customer by GUARDIAN RFID under this Agreement and identified as "Hardware" under the "Product Family" column of the quote provided in Addendum A. Hardware specifically excludes the Customers' Third-Party Hardware.
- (pp) "Initial Term" has the meaning provided in Section 18(a).
- (qq) "Initial Term Fee" means the sum of the fee amounts listed in Addendum B for (i) Contract Execution, (ii) Access to GUARDIAN RFID OnDemand prior to the Go-Live Date, (iii) Delivery of Hardware, and (iv) Go-Live Date.
- (rr) "Initial Training" has the meaning provided in Section 7(b).
- (ss) "Inmate Data" has the meaning provided in Section 11(d).
- (tt) "Installation Notice" has the meaning provided in Section 9(c)(i).
- (uu) "Kick-Off Meeting" has the meaning provided in Section 6(b).
- (vv) "Notice of Non-Conformity" has the meaning provided in Section 13(a)(ii).
- (ww) "Pre-Training Meeting" has the meaning provided in Section 7(a).
- (xx) "Receiving Party" means the party to this Agreement that receives Confidential or Proprietary Information from the other party to this Agreement.
- (yy) "Receiving Party Personnel" means any employees, partners, members, owners, or affiliates of the Receiving Party.
- (zz) "Refresher Training" has the meaning provided in Section 7(c).



- (aaa) "Renewal Fee" means the fee amount(s) listed in Addendum B attributable to renewing the Agreement for an Extended Term(s).
- (bbb) "Service Level Agreement" means the agreement set forth in Addendum C.
- (ccc) "Statement of Work" means the expectations, if any, provided in Addendum D.
- (ddd) "Subsequent Installation Notice" has the meaning provided in Section 9(c)(iii).
- (eee) "System Administrator" means any person authorized by the Customer to serve as the primary point of contact for systems administration between the Customer and GUARDIAN RFID as specified in Section 14(c).
- (fff) "Term" means the period beginning on the Effective Date and ending on the earliest to occur of (i) the expiration of the Initial Term plus any Extended Term pursuant to Sections 18(a) and 18(b), or (ii) a termination of this Agreement pursuant to Sections 18(b), 18(c), or 18(d).
- (ggg) "Testing Period" has the meaning provided in Section 9(c)(i).
- (hhh) "Third-Party Software" means any software to be supplied by GUARDIAN RFID under this Agreement that is purchased or licensed from any source external to GUARDIAN RFID for use with or integration into the GUARDIAN RFID System. Third-Party Software specifically does not include the Customer's Third-Party Software.
- (iii) "Update" means any revision, enhancement, update, correction, security device, limiting device, or other modification of the GUARDIAN RFID Software (other than an Upgrade) that GUARDIAN RFID releases or provides after the Effective Date. Such term specifically excludes Upgrades.
- (iii) "Upgrade" means any commercially released version of the GUARDIAN RFID Software that GUARDIAN RFID releases after the Effective Date which adds new or changed functionalities or features to the GUARDIAN RFID Software or allows the GUARDIAN RFID Software to be compatible with another operating system, and new or enhanced products, modules, components, or applications offered by GUARDIAN RFID subsequent to the Effective Date that have a functionality similar to the GUARDIAN RFID Software.

## 2. LICENSE OF GUARDIAN RFID SOFTWARE MATERIALS

- (a) License Grant. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to the GUARDIAN RFID Software Materials, including any Additional Modules selected as indicated in Addendum A and any Updates provided pursuant to Section 8(a), allowing the Customer and its Authorized Customer Personnel to use solely for the Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Agreement, in the license amounts set forth in the "Quantity" column of the quote provided in Addendum A. The type of license granted—agency or per device—is described in the "Product" column of the quote provided in Addendum A. Agency licenses grant access to an unlimited number of Authorized Customer Personnel. Per device licenses grant one license per corresponding device purchased. The license granted does not grant the Customer the right to use the GUARDIAN RFID Software Materials except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in the GUARDIAN RFID Software Materials, other than as specifically set forth in this Agreement.
- (b) Copies. The Customer may reproduce as many copies of the Documentation as the Customer reasonably deems appropriate to support its use of the GUARDIAN RFID System. The Customer



must reproduce all confidentiality, proprietary, copyright, and similar notices and disclaimers on any copies made pursuant to this Section.

- (c) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for the GUARDIAN RFID Software provided under this Agreement, adapt the GUARDIAN RFID Software in any way, or use it to create a derivative work. GUARDIAN RFID will not be responsible in any way for performance of the GUARDIAN RFID Software if the GUARDIAN RFID has been modified, except as modified by GUARDIAN RFID.

### 3. SALE OF HARDWARE

Subject to the terms of this Agreement, GUARDIAN RFID will sell, assign, convey, transfer, and deliver to the Customer, and the Customer will purchase, receive, and accept from GUARDIAN RFID, all right, title, and interest in and to the Hardware.

### 4. USE OF THIRD-PARTY SOFTWARE

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

### 5. GUARDIAN RFID ONDEMAND

- (a) Grant of Access. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to access and use GUARDIAN RFID OnDemand, including in connection with any Additional Modules selected as indicated in Addendum A, solely for the Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Agreement. The license granted does not grant the Customer the right to use GUARDIAN RFID OnDemand except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in GUARDIAN RFID OnDemand, other than as specifically set forth in this Agreement. GUARDIAN RFID OnDemand will interact with the Customer's existing jail management system to automatically share inmate demographic and housing assignment data. The Customer is being granted access to GUARDIAN RFID OnDemand for an unlimited number of Authorized Customer Personnel. The System Administrator will be responsible for providing and removing access to GUARDIAN RFID OnDemand for Authorized Customer Personnel.
- (b) Restrictions on Usage.
  - (i) GUARDIAN RFID reserves the right, in its sole discretion, to limit the Customer's and any Authorized Customer Personnel's use of GUARDIAN RFID OnDemand if GUARDIAN RFID determines that the Customer's or any Authorized Customer Personnel's use is inconsistent with this Agreement.
  - (ii) The Customer and any Authorized Customer Personnel may not use GUARDIAN RFID OnDemand for any purpose that is unlawful or that is prohibited by the terms of this Agreement. The Customer and any Authorized Customer Personnel may not attempt to gain unauthorized access to any part of GUARDIAN RFID OnDemand, other accounts, computer systems, or networks connected to any part of GUARDIAN RFID OnDemand through



hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through GUARDIAN RFID OnDemand.

- (iii) The Customer will not (A) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate GUARDIAN RFID OnDemand; (B) disassemble, decompile, or reverse engineer the software used to provide GUARDIAN RFID OnDemand, or copy or catalog any materials or information made available through GUARDIAN RFID OnDemand other than as permitted under this Agreement; or (C) take any actions, whether intentional or unintentional, that may circumvent, disable, damage, or impair GUARDIAN RFID OnDemand's control or security systems, or allow or assist a third party to do so.
- (iv) The Customer will not, and will not allow any party other than GUARDIAN RFID to, perform "write" operations directly to or on the GUARDIAN RFID OnDemand server or database, such as by using an open database connectivity driver, without the prior written consent of GUARDIAN RFID.

## 6. PROJECT MANAGEMENT

- (a) GUARDIAN RFID Project Manager. The GUARDIAN RFID project manager is Courtney Ganley ("GUARDIAN RFID Project Manager"). The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for implementation of the GUARDIAN RFID System.
- (b) GUARDIAN RFID System Configuration. After the Effective Date, the Authorized GUARDIAN RFID Personnel, under the direction of the GUARDIAN RFID Project Manager, will meet with Authorized Customer Personnel chosen by the Customer via online meeting in order to understand the Customer's operational needs and business rules (the "Kick-Off Meeting"). The Authorized Customer Personnel will inform the Authorized GUARDIAN RFID Personnel about the Customer's daily operations. The Authorized GUARDIAN RFID Personnel will use that information to identify how the GUARDIAN RFID System would best be configured to match and enhance the Customer's workflows. The Authorized GUARDIAN RFID Personnel will inform each System Administrator on configuration options, including user-definable tools, establishing and removing users, and setting user privileges. If the Customer desires that the Kick-Off Meeting be conducted at the Customer's premises, the parties will negotiate in good faith to mutually agree upon a price.
- (c) Implementation and Status Meetings. The GUARDIAN RFID Project Manager will develop and manage the implementation schedule and coordinate with the Customer Project Manager to keep the implementation of the GUARDIAN RFID System on track and on schedule. The GUARDIAN RFID Project Manager will conduct status meetings, as needed or as requested by the Customer, to provide the Customer with status reports.

## 7. TRAINING

- (a) Pre-Training Meeting. A pre-training meeting will be completed prior to the Complete End-User Training and Go-Live Support (the "Pre-Training Meeting"). The Pre-Training Meeting attendees should include the Customer Project Manager, each Systems Administrator, any Authorized Customer Personnel chosen by the Customer, the GUARDIAN RFID Project Manager, and Authorized GUARDIAN RFID Personnel chosen by GUARDIAN RFID. Attendees of the Pre-Training Meeting will review the Customer's use of the GUARDIAN RFID System and discuss all policy and procedure considerations. Additionally, Authorized GUARDIAN RFID Personnel will review frequently asked questions about the GUARDIAN RFID System. Information gathered during the Pre-Training Meeting will be used to customize the Complete End-User Training. The



Authorized GUARDIAN RFID Personnel will include certified training instructors who will be available to answer questions asked by the Customer relating to the GUARDIAN RFID System.

- (b) Initial Training. Over the course of no more than 3 consecutive days, Authorized GUARDIAN RFID Personnel who are certified training instructors (the "GUARDIAN RFID Trainers") will conduct Complete End-User Training and Go-Live Support (the "Initial Training") as follows:
  - (i) Complete End-User Training. The GUARDIAN RFID Trainers will provide training to Authorized Customer Personnel that is focused on building proficiency and confidence using the GUARDIAN RFID System (the "Complete End-User Training"), including using the GUARDIAN RFID Software and GUARDIAN RFID OnDemand, logging a wide range of inmate activities, and assembling RFID wristbands. The Complete End-User Training will be conducted over up to 2 of the Initial Training days, with a maximum of two (2) classes per day (for a total of up to 4 classes). Each class will have a duration of approximately four (4) hours.
  - (ii) Go-Live Support. For 1 of the Initial Training days, which includes a maximum of eight (8) hours per day, the GUARDIAN RFID Trainers will be on the Customer's premises to provide support to the Authorized Customer Personnel by answering on-the-job questions that arise and reinforcing skills covered during the Complete End-User Training (the "Go-Live Support").
- (c) Refresher Training. After the Go-Live Date, live online classes to introduce additional Authorized Customer Personnel to the GUARDIAN RFID System or refresh existing Authorized Customer Personnel on best practices in using the GUARDIAN RFID System (the "Refresher Training") are available at no additional charge. If the Customer wants Refresher Training to be conducted at the Customer's premises, the Customer may purchase on-premises Refresher Training at the then-current list pricing.

## 8. MAINTENANCE, SUPPORT, AND SERVICE LEVELS

- (a) GUARDIAN RFID Software Updates. GUARDIAN RFID will make available to the Customer all Updates. Those Updates will be provided at no additional charge to the Customer, remain the property of GUARDIAN RFID, and will be licensed to the Customer as part of the GUARDIAN RFID Software under this Agreement. Updates will be provided on an as-available basis and, subject to Section 14(i), will be installed remotely by GUARDIAN RFID at a time chosen by GUARDIAN RFID, provided that GUARDIAN RFID has communicated that time via email or telephone call to an appropriate Customer contact at least twenty-four (24) hours prior to such Update installation date. The obligation of GUARDIAN RFID to provide Updates pursuant to this Section shall not extend to Upgrades, which the Customer may purchase by executing an amendment to this Agreement pursuant to Section 22(b).
- (b) GUARDIAN RFID OnDemand Hosting and Maintenance. GUARDIAN RFID will maintain the servers necessary to host GUARDIAN RFID OnDemand, allow the GUARDIAN RFID Software to interact with GUARDIAN RFID OnDemand, and store data under this Agreement.
- (c) Telephone and Email Support. GUARDIAN RFID will provide telephone and email support, available Monday-Friday during the hours of 8 a.m. to 5 p.m. Central time, excluding federal holidays, for the GUARDIAN RFID Software licensed under this Agreement and GUARDIAN RFID OnDemand and will maintain a support center database to track any reported issues. For weekends and federal holidays, GUARDIAN RFID will provide a contact number in the event of an emergency. Provided that Updates to the GUARDIAN RFID Software have been made available to the Customer, no support will be provided for any earlier version of GUARDIAN RFID Software if more than thirty (30) days have elapsed since GUARDIAN RFID provided the Customer with an end of life notice for that earlier version of the GUARDIAN RFID Software. In





addition, the technical support for GUARDIAN RFID OnDemand does not include support for the Customer's jail management system unrelated to GUARDIAN RFID OnDemand, such as any of the Customer's Third-Party Software. The telephone and email support provided under this Section does not include custom programming services or training.

- (d) Service Levels. The expectations for GUARDIAN RFID OnDemand availability, recovery services, and incident response are as set forth in the Service Level Agreement in Addendum C.
- (e) Maintenance and Support Duration. GUARDIAN RFID will provide the maintenance and support described in this Section 8 until this Agreement expires or is terminated.

## 9. DELIVERY AND ACCEPTANCE

- (a) Delivery of Software to the Customer. GUARDIAN RFID will deliver the GUARDIAN RFID Software Materials to the Customer, either physically or electronically, and install them for the Customer at a mutually agreeable time in the project timeline. In addition, GUARDIAN RFID will install any Third-Party Software on the Hardware for use as part of the GUARDIAN RFID System at a mutually agreeable time in the project timeline.
- (b) Delivery of Hardware to the Customer. GUARDIAN RFID will ship the Hardware to the Customer's facility at a mutually agreeable time in the project timeline. Any Hardware shipped will be via commercial carrier chosen by GUARDIAN RFID FOB destination, with the price included in the "Total Price" column of the quote provided in Addendum A.
- (c) GUARDIAN RFID System Acceptance.
  - (i) After GUARDIAN RFID provides notice to the Customer that the GUARDIAN RFID System has been successfully installed, which may be conveyed via email (the "Installation Notice"), the Customer will have thirty (30) days to test the GUARDIAN RFID System (the "Testing Period") to determine whether the GUARDIAN RFID Software operates in accordance with the Documentation (including the expectations, if any, set forth in the Statement of Work provided in Addendum D), that GUARDIAN RFID OnDemand is accessible and that all Hardware has been delivered (the "Acceptance Criteria").
  - (ii) If, in the Customer's reasonable determination, the GUARDIAN RFID System does not satisfy the Acceptance Criteria, the Customer will give notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Testing Period specifying with reasonable particularity the reason the GUARDIAN RFID System does not satisfy the Acceptance Criteria (a "Correction Notice").
  - (iii) GUARDIAN RFID will use reasonable efforts to correct any items specified in a Correction Notice and will provide notice to the Customer, which may be conveyed via email, when the Correction Notice has been addressed in a way that satisfies the Acceptance Criteria (a "Subsequent Installation Notice"). The Customer will have ten (10) days to test the GUARDIAN RFID System to determine whether it meets the Acceptance Criteria (a "Correction Testing Period"). If, in the Customer's reasonable determination, the GUARDIAN RFID System still does not satisfy the Acceptance Criteria, the Customer will provide another Correction Notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Correction Testing Period. GUARDIAN RFID will continue to use reasonable efforts to correct any items specified in any Correction Notice and send Subsequent Installation Notices to the Customer, which may be conveyed via email, until the GUARDIAN RFID System meets the Acceptance Criteria, which will be deemed to occur when a Correction Testing Period expires without receipt of a Correction Notice from the Customer. If, in the Customer's reasonable determination, the GUARDIAN RFID System does not satisfy the



Acceptance Criteria within sixty (60) days of the first Correction Notice, then the Customer may, with notice to GUARDIAN RFID, deem the first Correction Notice to be a Notice of Non-Conformity which cannot be corrected for purposes of Section 13(a)(ii).

## 10. FEES AND PAYMENT TERMS

- (a) **Fees.** The Customer will pay GUARDIAN RFID the fees in the amounts specified in Addendum B.
- (b) **Payment Terms.** GUARDIAN RFID will invoice the Customer for amounts due under this Agreement after the occurrence of the applicable events specified in Addendum B and after the occurrence of any other events specified in this Agreement which require a payment from Customer to GUARDIAN RFID. The Customer will pay any invoice received from GUARDIAN RFID within thirty (30) days after the date of that invoice. If the Customer fails to pay an amount due within thirty (30) days after the applicable invoice date, the Customer will pay late charges of one and one half percent (1.5%) or the highest amount allowed by law, whichever is lower, per month on such balance, together with all of GUARDIAN RFID's expenses, collection costs, and reasonable attorneys' fees incurred in collecting amounts due under this Agreement.
- (c) **Taxes.** Unless the Customer and/or the transaction is exempt from the following taxes as a governmental entity, the Customer will pay or reimburse GUARDIAN RFID for sales and use taxes, where applicable, and any other governmental charges levied, imposed, or assessed on the use of the GUARDIAN RFID System or on this Agreement, excluding, however, ordinary personal property taxes assessed against or payable by GUARDIAN RFID, taxes based upon GUARDIAN RFID's net income, and GUARDIAN RFID's corporate franchise taxes. GUARDIAN RFID will furnish to the Customer invoices showing separately itemized amounts due under this Section.
- (d) **Additional Purchases.** From time to time, additional Hardware (e.g., wristbands, RFID wall readers, GUARDIAN RFID Mobile Devices, GUARDIAN RFID Mobile Device Accessories, etc.) may need to be purchased by the Customer in order to continue using the GUARDIAN RFID System. In addition, the Customer may choose to purchase Additional Modules. The purchases of some Hardware (e.g., GUARDIAN RFID Mobile Devices, etc.) and Additional Modules may require the purchase of additional licenses for GUARDIAN RFID Software and Third-Party Software. In the event of additional purchases of Hardware, Additional Modules, and any corresponding licenses, the Customer shall acquire such additional Hardware, Additional Modules, and licenses directly from GUARDIAN RFID, and GUARDIAN RFID will invoice the Customer for amounts due for such additional Hardware, Additional Modules, and corresponding licenses. The Customer will be responsible for paying amounts related to the purchases of additional Hardware, Additional Modules and corresponding licenses in accordance with the provisions of Section 10 of this Agreement. The additional purchases will be governed by the provisions of this Agreement and may also cause an increase in the Renewal Fees provided in Addendum B. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace Addendum B.
- (e) **Change in Configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware.** In the event that the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any Customer's Third-Party Software or Customer's Third-Party Hardware), and such changed configuration requires modifications to the GUARDIAN RFID System for the GUARDIAN RFID System to function with the changed configuration, the Customer will pay GUARDIAN RFID to perform the work needed to enable the GUARDIAN RFID System to function with the changed configuration. The amount paid by the Customer to GUARDIAN RFID will be as reasonably



agreed to by the parties in writing prior to the Customer changing the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.

## 11. INTELLECTUAL PROPERTY RIGHTS

### (a) GUARDIAN RFID Intellectual Property.

- (i) Except for the rights expressly granted to the Customer under this Agreement, GUARDIAN RFID will retain all right, title, and interest in and to the GUARDIAN RFID Software Materials and GUARDIAN RFID OnDemand, including all worldwide technology and intellectual property and proprietary rights.
- (ii) With the exception of the Hardware purchased pursuant to this Agreement, GUARDIAN RFID retains title to any other deliverables under this Agreement, including, but not limited to, all copies and audiovisual aspects of the deliverables and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the deliverables.
- (iii) Any and all trademarks and trade names which GUARDIAN RFID uses in connection with this Agreement are and shall remain the exclusive property of GUARDIAN RFID. Nothing in this Agreement will be deemed to give the Customer any right, title, or interest in any trademark or trade name of GUARDIAN RFID.
- (iv) All right, title, and interest in all derivative works, enhancements, and other improvements to the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and other GUARDIAN RFID intellectual property and all processes relating thereto, whether or not patentable, and any patent applications or patents based thereon, made or conceived during, and a result of, this Agreement shall be owned solely by GUARDIAN RFID. For the avoidance of doubt, GUARDIAN RFID will have all right, title, and interest in any modifications made to the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and other GUARDIAN RFID intellectual property to allow GUARDIAN RFID intellectual property to function with Customer's intellectual property and Customer's Third-Party Software. The Customer will, at GUARDIAN RFID's request, cooperate with and assist GUARDIAN RFID in obtaining intellectual property for any derivative works, enhancements, or other improvements covered by this paragraph.
- (v) GUARDIAN RFID expressly reserves any rights not expressly granted to the Customer by this Agreement.
- (vi) The Customer shall not remove, efface, or obscure any confidentiality, proprietary, copyright, or similar notices or disclaimers from any GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, or any materials provided under this Agreement.

### (b) GUARDIAN RFID Information. GUARDIAN RFID retains ownership of all GUARDIAN RFID Information.

### (c) Customer Information. The Customer retains ownership of all Customer Information.

### (d) Inmate Data. The Customer owns any inmate management, monitoring, and tracking data collected as part of the GUARDIAN RFID System ("Inmate Data"). Prior to the expiration or termination of this Agreement, the Customer may access the Inmate Data by either running a report on GUARDIAN RFID OnDemand and exporting the Inmate Data, or requesting that GUARDIAN RFID run a report, at no additional expense to the Customer, and send the Customer the Inmate Data. Unless otherwise directed by the Customer, GUARDIAN RFID will maintain a copy of the Inmate Data for up to one (1) year after expiration or termination of this Agreement.



Upon request of the Customer made within one (1) year after the expiration or termination of this Agreement, GUARDIAN RFID will run a report and send the Customer the Inmate Data in spreadsheet form.

## 12. REPRESENTATIONS OF GUARDIAN RFID

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

## 13. WARRANTIES

- (a) GUARDIAN RFID Software.
- (i) GUARDIAN RFID warrants to the Customer that, during the Term of this Agreement, the GUARDIAN RFID Software will operate in accordance with and otherwise conform to the Documentation, provided that (A) no party other than Authorized GUARDIAN RFID Personnel has altered any portion of the GUARDIAN RFID Software, (B) the GUARDIAN RFID Software is operated on the Hardware, and (C) the Customer has met its obligations under Section 14.
  - (ii) In the event of a claim by the Customer under this GUARDIAN RFID Software warranty, which claim should be made by notice to GUARDIAN RFID specifying with reasonable particularity the claimed non-conformity (a "Notice of Non-Conformity"), GUARDIAN RFID will use reasonable efforts to correct the non-conformity. If within sixty (60) days after receipt of the Notice of Non-Conformity from the Customer, GUARDIAN RFID shall not have either corrected the non-conformity or, in the case of a non-conformity which cannot be corrected in sixty (60) days, begun in good faith to correct the non-conformity, then the Customer's sole remedy under this warranty is to terminate the Agreement in accordance with the provisions of Section 18(d), in which case the Notice of Non-Conformity sent by the Customer pursuant to this Section will be deemed to be the notice required by Section 18(d). If the non-conformity which cannot be corrected occurs prior to the time the GUARDIAN RFID System meets the Acceptance Criteria pursuant to Section 9(c) and the Customer terminates the Agreement pursuant to Section 18(d), then the Customer will receive from GUARDIAN RFID a refund of all fees paid under the Agreement, in which case the Customer must return to GUARDIAN RFID the GUARDIAN RFID Software Materials licenses, Hardware, licenses to use and access GUARDIAN RFID OnDemand and other products purchased from GUARDIAN RFID. In no other circumstances will GUARDIAN RFID be obligated to provide a refund of fees paid under the Agreement or be obligated to accept the return of Hardware or other products purchased from GUARDIAN RFID.
- (b) Hardware. GUARDIAN RFID will be solely responsible for processing and managing all Hardware warranty claims during the Term of this Agreement. All coverage periods for purchased Hardware begin on the latest to occur of (1) the Go-Live Date or (2) the date the Hardware is purchased, and ends on the earliest to occur of (1) the end of the warranty period provided in this Section



applicable to such Hardware or (2) the date this Agreement expires or is terminated. The Customer will contact GUARDIAN RFID in accordance with Section 8(c) for all Hardware-related issues. After receiving a Hardware-related warranty request, GUARDIAN RFID will provide instructions to the Customer to follow for facilitating a repair or replacement. Repairs and replacements may take up to twenty (20) business days from the date of the request is received by GUARDIAN RFID until the product is returned to the Customer. Unless a specific item of Hardware is explicitly listed as being covered by a warranty in this Section 13(b), it will not be covered by any warranty except that such Hardware will be replaced if it is defective upon arrival. The Hardware warranties are as follows:

- (i) Three-Year Warranty. GUARDIAN RFID provides a complimentary, standard three-year premium care warranty that includes accident protection coverage for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during that three-year warranty period. The Hardware that is covered by this three-year warranty has "Three-Year" in the "Warranty" column of the quote provided in Addendum A.
  - (ii) One-Year Warranty. GUARDIAN RFID provides a complimentary, standard one-year warranty for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during that one-year warranty period. The Hardware that is covered by this one-year warranty has "One-Year" in the "Warranty" column of the quote provided in Addendum A.
  - (iii) Useful Life Warranty. GUARDIAN RFID provides a complimentary useful life warranty for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during the useful life of that Hardware. If the Hardware that is subject to the useful life warranty is no longer being manufactured, GUARDIAN RFID will replace it with a substantially similar product. The Hardware that is covered by this useful life warranty has "Useful Life" in the "Warranty" column of the quote provided in Addendum A.
  - (iv) Maximum Number of Replacements. During the warranty periods set forth in this Section 13(b), each Hardware item is subject to a maximum number of replacements. The maximum number of replacements for each Hardware item during its respective warranty period will be as set forth in the quote provided in Addendum A.
  - (v) Costs and Shipping and Handling. All costs associated with repairing or replacing Hardware covered by this Hardware warranty will be assumed by GUARDIAN RFID, except that shipping and handling fees will be paid by the Customer.
  - (vi) Exclusions. The Hardware warranty does not cover repairs or replacements that are necessitated by any one or a combination of the following:
    - (A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or
    - (B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.
  - (vii) Manufacturer Warranties. For any other Hardware not listed above, all Hardware warranties provided by the manufacturer, if any, will be passed through to the Customer.
- (c) DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, GUARDIAN RFID DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY



NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, PARTICULARLY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GUARDIAN RFID DOES NOT GUARANTEE THAT THE GUARDIAN RFID SYSTEM WILL BE ACCESSIBLE ERROR-FREE OR UNINTERRUPTED. THE CUSTOMER ACKNOWLEDGES THAT GUARDIAN RFID DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT ACCESS TO THE GUARDIAN RFID SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GUARDIAN RFID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

#### 14. CUSTOMER OBLIGATIONS

- (a) Access to Premises and Authorized Customer Personnel. The Customer will provide Authorized GUARDIAN RFID Personnel with reasonable and timely access to the Customer's premises and Authorized Customer Personnel necessary for GUARDIAN RFID to perform its obligations under this Agreement.
- (b) Customer Project Manager. The Customer will name one primary Customer project manager, who will be the main point of contact between the Customer and GUARDIAN RFID with respect to project management ("Customer Project Manager"). The Customer Project Manager will be responsible for managing and coordinating the Customer's resources to complete assigned project tasks and activities. The Customer Project Manager will also be responsible for designating persons responsible for specific roles as needed, such as System Administrator, and ensuring that tasks assigned to these individuals are completed. The Customer Project Manager will also be responsible for signoffs of various project documents and will have the authority to speak for the Customer from a project perspective.
- (c) System Administrator. The Customer will name one or more primary system administrators to serve as a main point(s) of contact between the Customer and GUARDIAN RFID with respect to system administration (each, a "System Administrator"). At least one (1) System Administrator must be available at all times. The Customer will ensure that the System Administrators possess the appropriate technology and public safety knowledge and skills to perform this role sufficiently.
- (d) Hardware Installation. The Customer will be responsible for installing and maintaining all hardware not specified under this Agreement to be installed or maintained by GUARDIAN RFID.
- (e) Customer's Third-Party Software and Customer's Third-Party Hardware. The Customer will be solely responsible for obtaining, installing, maintaining, supporting, and updating the Customer's Third-Party Software and the Customer's Third-Party Hardware. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for obtaining, installing, maintaining, supporting, or updating the Customer's Third-Party Software or the Customer's Third-Party Hardware.
- (f) Flow of Information. The Customer will be responsible for the accuracy and continuous flow of any information required from Customer's Third-Party Software and the Customer's Third-Party Hardware to the GUARDIAN RFID System that is required for the GUARDIAN RFID System to properly function.
- (g) Facility Preparation. The Customer will be responsible for performing any actions not specifically delegated to GUARDIAN RFID under this Agreement that are required to prepare the facility for installation of the GUARDIAN RFID System, including, but not limited to, providing appropriate



uninterrupted power, air conditioning, sufficient space, electrical drops, network and physical security, network equipment (including Wi-Fi), network drops, and other similar items.

- (h) System Configuration. The Customer will make appropriate subject matter experts available to perform GUARDIAN RFID System configuration tasks as assigned.
- (i) System Updates. The Customer will work in good faith to allow GUARDIAN RFID to timely install Updates as requested by GUARDIAN RFID.
- (j) Other Server Maintenance. Other than as provided in Section 8(b), the Customer is responsible for all general maintenance of the Customer's servers, including data backups, operating system updates, virus protection, database software updates, and other general performance of the Customer's servers.
- (k) Warranty Requests. The Customer will submit all Hardware warranty claims to GUARDIAN RFID for processing and managing, and promptly respond to any requests from GUARDIAN RFID for information or cooperation related to those warranty claims.
- (l) Third-Party Costs. The Customer will be solely responsible for any third-party costs related to the implementation of the GUARDIAN RFID System. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for any third-party costs related to the implementation of the GUARDIAN RFID System, including, but not limited to, any third-party costs associated with the implementation of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In addition, where the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any of the Customer's Third-Party Software or the Customer's Third-Party Hardware), and such changed configuration requires modifications to the GUARDIAN RFID System for the GUARDIAN RFID System to function with the changed configuration, the Customer will be responsible for paying amounts related to those changes in accordance with the provisions of Section 10(e) of this Agreement.
- (m) Proper Use of GUARDIAN RFID System. Each of the Authorized Customer Personnel must learn proper use of the GUARDIAN RFID System through one or a combination of the following: (1) attending one of the Customer End-User Training Classes, (2) attending a Refresher Training, or (3) receiving instruction on proper use of the GUARDIAN RFID System by another of the Authorized Customer Personnel who is familiar with the proper use of the GUARDIAN RFID System. The Customer acknowledges that the GUARDIAN RFID System is designed to deliver a wide range of inmate management, monitoring, and tracking solutions, but that the GUARDIAN RFID System relies on the Authorized Customer Personnel accurately and appropriately logging events and on the Customer fulfilling the obligations of this Section 14. The failure by the Customer or the Authorized Customer Personnel to properly use the GUARDIAN RFID System or fulfill the obligations of this Section 14 may prevent records logged using the GUARDIAN RFID System from being accurate.
- (n) Service Levels. The Customer is responsible for meeting its obligations set forth in the Service Level Agreement in Addendum C.
- (o) Usage Seal. The Customer may display the Defended by GUARDIAN RFID™ Seal on the Customer's website and link the Defended by GUARDIAN RFID™ Seal to the GUARDIAN RFID website (<https://www.guardianrfid.com>). For avoidance of doubt, the "Defended by GUARDIAN RFID™ Seal" is as follows, a digital copy of which can be obtained from the GUARDIAN RFID Project Manager:



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

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

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

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

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

## 15. CONFIDENTIALITY

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





- (ii) the information is, at the time of disclosure, or thereafter becomes public knowledge without the fault of the Receiving Party (provided, however, that the act of copyrighting, patenting, or otherwise publishing or aiding in publication by the Disclosing Party shall not cause or be construed as causing the copyrighted materials or patented technologies to be in the public domain);
- (iii) the information is or becomes rightfully available on an unrestricted basis to the Receiving Party from a source other than the Disclosing Party which did not acquire the same under an obligation of confidentiality to the Disclosing Party;
- (iv) the information becomes available on an unrestricted basis to a third party from the Disclosing Party or from someone acting under its control;
- (v) disclosure is required by subpoena or pursuant to a demand by any governmental authority; or
- (vi) disclosure is required by open records laws, such as the federal Freedom of Information Act or similar state "sunshine" laws.

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

- (c) **Return of Materials.** Upon request from the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all copies of Confidential or Proprietary Information received under this Agreement as well as all copies of notes, reports, or other documents or materials that reflect such Confidential or Proprietary Information; provided, however, that if the Disclosing Party requests, the Receiving Party shall immediately destroy all Confidential or Proprietary Information and certify such destruction to the Disclosing Party.
- (d) **Confidentiality Remedies.** The Receiving Party acknowledges that any breach of the provisions of this Section 15 could result in immediate and irreparable injury to the Disclosing Party for which an award of money damages would be inadequate. The Receiving Party agrees, therefore, that the Disclosing Party shall have the right to seek equitable relief including an injunction to specifically enforce the terms of this Section 15, and to obtain any other legal or equitable remedies that may be available to it. In the event of any breach by the Receiving Party of this Section 15, the Receiving Party agrees to pay reasonable costs and legal fees incurred by the Disclosing Party in pursuit of any of its rights under this Section 15, in addition to any damages sustained by the Disclosing Party by reason of such breach, provided that the Disclosing Party prevails in the suit, action, or proceeding in which such costs and fees were incurred.

## 16. LIMITATION OF LIABILITY

IN NO EVENT WILL GUARDIAN RFID'S LIABILITY TO THE CUSTOMER FOR DAMAGES UNDER THIS AGREEMENT, INCLUDING GUARDIAN RFID'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.



## 17. INDEMNIFICATION

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

## 18. TERM AND TERMINATION

- (a) Term. The initial term of this Agreement shall begin on the Effective Date and extend to the first anniversary of the Go-Live Date (the "Initial Term"). After the Initial Term, subject to Section 18(b), this Agreement will be automatically renewed for up to three (3) additional one-year (1-year) periods (each such period, an "Extended Term").
- (b) Termination for Convenience.
- (i) Non-Renewal. This Agreement may be terminated for convenience by either party by providing a non-renewal notice to the other party at least sixty (60) days prior to the end of the Initial Term or the end of any Extended Term, as applicable. Such termination will be effective as of the end of such Initial Term or Extended Term, as applicable.
- (ii) Early Termination. This Agreement may be terminated for convenience by the Customer prior to the end of the Initial Term or any Extended Term upon sixty (60) days' notice of such early termination to GUARDIAN RFID. Such termination will be effective as of the end of the sixty (60) days' notice period. Any early termination for convenience by the Customer made pursuant to this Section 18(b)(ii) during the Initial Term will cause any remaining portions of the Initial Term Fee that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in Addendum B have occurred.
- (c) Termination by GUARDIAN RFID for Cause.
- (i) GUARDIAN RFID may terminate this Agreement immediately and discontinue any of its obligations under this Agreement by notice to the Customer if:
- (A) the Customer ceases to actively conduct its business, files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, makes a general assignment for the benefit of its creditors, or applies for the appointment of a receiver or



trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee;

- (B) the Customer attempts, without the prior written consent of GUARDIAN RFID, to assign its rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise; or
  - (C) the Customer fails to comply with the terms of the license of GUARDIAN RFID Software Materials provided in Section 2, the terms of the license to access and use GUARDIAN RFID OnDemand provided in Section 5, the provisions regarding GUARDIAN RFID's intellectual property rights in Section 11(a) and 11(b), or the Confidentiality provisions of Section 15.
- (ii) GUARDIAN RFID may terminate this Agreement upon sixty (60) days' notice to the Customer if the Customer breaches its obligation to pay any fee or otherwise materially breaches any provision of this Agreement not otherwise specified in Section 18(c)(i) and fails to cure such breach within such notice period.
- (d) Termination by the Customer for Cause. The Customer may terminate this Agreement upon sixty (60) days' notice to GUARDIAN RFID if GUARDIAN RFID materially breaches any provision of this Agreement and fails to cure such breach within such notice period, provided, however, that if such breach cannot be cured within sixty (60) days and GUARDIAN RFID has begun in good faith to cure such breach, then GUARDIAN RFID shall have an additional period of sixty (60) days to cure such breach. This provision shall apply in the event that GUARDIAN RFID is unable to correct a non-conformity pursuant to Section 13(a)(ii) of this Agreement.
- (e) Post-Termination Rights and Obligations.
- (i) Upon expiration or termination of this Agreement, the grant of the license of the GUARDIAN RFID Software Materials, the grant of access to GUARDIAN RFID OnDemand, and all other rights granted to the Customer under this Agreement will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the GUARDIAN RFID Software Materials and GUARDIAN RFID OnDemand.
  - (ii) The following shall survive the expiration or termination of this Agreement:
    - (A) The provisions of Sections 11 ("Intellectual Property Rights"), 15 ("Confidentiality"), 16 ("Limitation of Liability"), 17 ("Indemnification"), and 21 ("Non-Disparagement");
    - (B) The provisions of Section 10 ("Fees and Payment Terms"), with respect to fees incurred prior to the expiration or termination of the Agreement and with respect to fees accelerated in connection with such expiration or termination;
    - (C) The Customer's obligation to pay any fees incurred prior to the expiration or termination of the Agreement or accelerated in connection with such expiration or termination; and
    - (D) In the case of a non-conformity that GUARDIAN RFID is unable to correct pursuant to Section 13(a)(ii): (1) GUARDIAN RFID's obligation to provide a refund to the Customer, and (2) the Customer's obligation to return to GUARDIAN RFID the GUARDIAN RFID Software Materials licenses, Hardware, licenses to use and access GUARDIAN RFID OnDemand, and other products purchased from GUARDIAN RFID.



## 19. INSURANCE

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

## 20. INDEPENDENT CONTRACTOR RELATIONSHIP

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

## 21. NON-DISPARAGEMENT

During the Term of the Agreement, and for a period of one (1) year after termination or expiration of the Agreement, each party will refrain from any statements or comments (in oral or written form) that could damage, disparage, or cause injury to the other party's reputation.



## 22. MISCELLANEOUS

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



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



By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration.

**GUARDIAN RFID**

**CUSTOMER**

*Ken Dalley*

*Todd Tefteller*

By: \_\_\_\_\_  
(signature of authorized representative)

By: \_\_\_\_\_  
(signature of authorized representative)

Name: Ken Dalley  
Title: President  
Date: April 13, 2021

Name: TODD TEFTELLER  
Title: UPSHUR CO. JUDGE  
Date: 4-30-2021



**ADDENDUM A**

**QUOTE**

See quote on following page.

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

- Facilities Manager
- Medication Manager
- Digital Video Evidence
- Operational Intelligence
- Academy by GUARDIAN RFID





Account Name Upshur County Sheriffs Office (TX) Created Date 4/13/2021  
 Quote Number 00003798  
 Created By Paul Baze

Product	Product Family	Quantity	Sales Price	Discount	Total Price	Warranty	Max Replacements
GUARDIAN RFID® OnDemand™ Level 02 License (101-250 beds)	Platform	1.00	\$8,995.00		\$8,995.00	N/A	N/A
GUARDIAN RFID® Operational Intelligence™ Level 02 License (101-250 beds)	Software	1.00	\$2,995.00	50.00%	\$1,497.50	N/A	N/A
GUARDIAN RFID® Medication Manager™ Level 02 License (101-250 beds)	Software	1.00	\$2,995.00	100.00%	\$0.00	N/A	N/A
GUARDIAN RFID® Mobile Command™ for SPARTAN™	Software	6.00	\$695.00		\$4,170.00	N/A	N/A
GUARDIAN RFID® SPARTAN™ (Gen2)	Hardware	6.00	\$1,195.00		\$7,170.00	Three-Year	1 per Serial#
GUARDIAN RFID® Hard Tag™	Hardware	50.00	\$14.95		\$747.50	Useful Life	Unlimited
GUARDIAN RFID® Officer Key Fob	Hardware	30.00	\$5.00	100.00%	\$0.00	None	N/A
GUARDIAN RFID® Extra-Wide Wristbands (450 / box) - Metal Fastener - Red	Hardware	2.00	\$450.00		\$900.00	None	N/A
GUARDIAN RFID® Extra-Wide Wristband Fastener Crimper	Hardware	1.00	\$90.00		\$90.00	None	N/A
GUARDIAN RFID® Wristband Labels (1600 / roll)	Hardware	1.00	\$49.95		\$49.95	None	N/A
GUARDIAN RFID® Wristband Label Printer (LX500)	Hardware	1.00	\$1,495.00		\$1,495.00	One-Year	1 per year
GUARDIAN RFID® Wristband Laminator (4-inch)	Hardware	1.00	\$325.00		\$325.00	One-Year	1 per year
GUARDIAN RFID® Wristband Printer Toner (LX500)	Hardware	2.00	\$59.95		\$119.90	None	N/A
GUARDIAN RFID® Wristband/ID Activator	Hardware	1.00	\$325.00		\$325.00	One-Year	1 per year.
GUARDIAN RFID® Implementation Fee - Level 02 (101-250 beds)	Software	1.00	\$2,495.00		\$2,495.00	N/A	N/A
GUARDIAN RFID® Onsite Training (Days)	Professional Service	3.00	\$1,795.00		\$5,385.00	N/A	N/A
GUARDIAN RFID® Showcase Partner	Software	1.00	(\$1,347.50)		(\$1,347.50)	None	N/A
Promotional Pricing	Platform	1.00	(\$2,795.00)		(\$2,795.00)	None	N/A

Subtotal	\$34,264.85
Discount	13.55%
Discount Amount	\$4,642.50
Total Price	\$29,622.35
Shipping and Handling	\$213.00
Grand Total	\$29,835.35

\*Each purchased "GUARDIAN RFID Mobile Device" consists of the "GUARDIAN RFID® SPARTAN™ (Gen 2)" (the main body of the device), the GUARDIAN RFID Mobile Device Charging Station, and the GUARDIAN RFID Mobile Device Accessories accompanying the GUARDIAN RFID Mobile Device at the time the GUARDIAN RFID Mobile Device is purchased. During the warranty period applicable to the GUARDIAN RFID Mobile Device, the accompanying GUARDIAN RFID Mobile Device Charging Station will be subject to a maximum of two replacements per GUARDIAN RFID Mobile Device. During the warranty period applicable to the GUARDIAN RFID Mobile Device, none of the accompanying GUARDIAN RFID Mobile Device Accessories will be covered by warranty. Additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories may be separately purchased pursuant to Section 10(d) at GUARDIAN RFID's then-current



**ADDENDUM B**

**FEE PAYMENT SCHEDULE**

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

<b>Fee Type*</b>	<b>Event Occurrence</b>	<b>Amount</b>
<b>First 25% of Initial Term Fee</b>	Contract Execution**	<b>\$7,458.75</b>
<b>Second 25% of Initial Term Fee</b>	Access to GUARDIAN RFID OnDemand prior to the Go-Live Date**	<b>\$7,458.75</b>
<b>Third 25% of Initial Term Fee</b>	Delivery of Hardware**	<b>\$7,458.75</b>
<b>Final 25% of Initial Term Fee</b>	Go-Live Date**	<b>\$7,458.75</b>
<b>Extended Term One Renewal Fee***</b>	First-year anniversary of the Go-Live Date (Unless Agreement is terminated prior to renewal pursuant to Section 18)	<b>6,895.00</b>
<b>Extended Term Two Renewal Fee***</b>	Second-year anniversary of the Go-Live Date (Unless Agreement is terminated prior to renewal pursuant to Section 18)	<b>6,895.00</b>
<b>Extended Term Three Renewal Fee***</b>	Third-year anniversary of the Go-Live Date (Unless Agreement is terminated prior to renewal pursuant to Section 18)	<b>6,895.00</b>
<b>Modification Fee</b>	Completion of modification to GUARDIAN RFID System necessary to function with a change in configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware after the Effective Date.  <i>[No such modifications contemplated as of the Effective Date.]</i>	<b>[N/A]</b>

\* These amounts do not include any taxes.



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

\*\*\* Renewal Fees represent the costs for renewing licenses to use the GUARDIAN RFID System for any Extended Terms and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID OnDemand platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B.



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

**1. DEFINITIONS**

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

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



## 2. GUARDIAN RFID ONDEMAND CLOUD SERVER UPTIME

### (a) GUARDIAN RFID OnDemand Availability.

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

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

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



- (ii) If Authorized GUARDIAN RFID Personnel receive notice from the Customer that Downtime has occurred or is occurring, GUARDIAN RFID will work with the Customer to promptly identify the cause of the Downtime and will work with the Customer to promptly resume normal operations.
  - (iii) Upon timely receipt of a Customer report of Downtime under Section 2(c) of this Addendum C, if any, GUARDIAN RFID will compare that report to its own outage logs and support tickets to confirm whether Unscheduled Downtime has occurred, and communicate with the Customer about GUARDIAN RFID's findings.
  - (iv) GUARDIAN RFID will, at no additional charge to the Customer, do any one or a combination of the following, upon the Customer's written request (which can be made a maximum of once per calendar quarter), with such items being provided within sixty (60) days of the Customer's written request:
    - (A) provide to the Customer, a written report that documents the preceding calendar quarter's GUARDIAN RFID OnDemand Availability, Unscheduled Downtime, any root cause, Emergency Maintenance matters, and remedial actions that were undertaken in response to the matters identified in the report.
    - (B) make available for auditing by the Customer the severity downtime reports, incident reports, and other available information used by GUARDIAN RFID in determining whether the GUARDIAN RFID OnDemand Availability has been achieved.
- (c) Customer Responsibilities Relating to GUARDIAN RFID OnDemand Availability.
- (i) Whenever the Customer experiences Downtime, the Customer will follow the support process defined in Section 8(c) of the Agreement.
  - (ii) The Customer may document, in writing, all Downtime that is experienced during each calendar quarter throughout the Term. The Customer may deliver such documentation for any given calendar quarter to GUARDIAN RFID within thirty (30) days of that quarter's end. The documentation may include the supporting incident number(s) and corresponding Downtime(s) experienced.



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

Target	Actual	Customer Relief
100%	100% – 95%	Prompt, remedial action will be taken.
	<95%	Will be deemed to be a Notice of Non-Conformity, which will be deemed (i) to have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is $\geq 95\%$ , or (ii) to not have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is $< 95\%$ .  In situations where a Notice of Non-Conformity is deemed not to have been corrected due to the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability being $< 95\%$ , the Customer will be entitled to terminate the Agreement under Section 18(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

**3. GUARDIAN RFID ONDEMAND CLOUD SERVER RECOVERY**

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

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

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

(a) **Incident Tracking.** In the event of an issue with the GUARDIAN RFID requiring support, the



Customer will contact GUARDIAN RFID in accordance with Section 8(c) of the Agreement. Each support incident is logged using GUARDIAN RFID's enterprise workflow management system, given a unique case number, and assigned a support representative.

- (b) **Incident Priority.** Each support incident is assigned a priority level, which corresponds to the Customer's needs and deadlines. GUARDIAN RFID and the Customer will work together to reasonably set the priority of each support incident pursuant to the table below. The primary goals of the table below are to (i) guide the Customer toward clearly understanding and communicating the importance of the issue, and (ii) describe the generally expected response and resolution targets in the production environment. References to a "confirmed support incident" mean that GUARDIAN RFID and the Customer have successfully validated and set the priority for the reported support incident.

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

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





ADDENDUM D  
STATEMENT OF WORK

None.

FILED  
TERRI ROSS  
COUNTY CLERK  
2021 APR 30 AM 11:07  
UPSHUR COUNTY, TX.  
BY GR  
DEPUTY