

SCOPE OF SERVICES AGREEMENT 2024-02
Harris Corrections Solutions Inc.

THIS SCOPE OF SERVICES AGREEMENT (“SOSA”) is made and entered into this _____ day of _____ 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and Harris Corrections Solutions Inc., authorized to do business in Colorado (the “Consultant”). The County and Consultant are sometimes collectively referred to herein as the “Parties”.

WHEREAS, the County has an active Master Services Agreement, (the “MSA”) with the Consultant to perform services for the County governed and executed through Scope of Services Agreements (SOSA); and

WHEREAS, the County would like to replace the existing Pretrial Management Services application with a new application which supports the requirements of the County.

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in this SOSA.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. **MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the MSA, executed between the County and Consultant on November 13th, 2023 .
2. **SCOPE OF WORK:** All services described in Exhibit 2, attached hereto and incorporated herein, shall be performed by Consultant.
3. **Software Subscription License Agreement:** **This SOSA includes** the software license agreement described in Exhibit 2, attached hereto and incorporated herein.
4. **Client Support Agreement:** **This SOSA includes** the post implementation support services described in Exhibit 3, attached hereto and incorporated herein, shall be performed by Consultant.
5. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding, in no event shall the County be liable for payment under this for any amount in excess of **One Hundred Fifty-Five Thousand Four Hundred Fifteen dollars (\$155,415)**. (Exhibit 1). The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

Exhibit A – Scope of Services Agreement 2024-02

6. **TERM:** It is mutually agreed by the parties that the term of this SOSA shall commence as of 12:01 a.m. on the first day of January, 2025 and terminate at 11:59 p.m. on the 31st day of December, 2025. Thereafter, the Agreement may be extended for up to four (4) additional one-year terms by written notice of the County to Licensor at least sixty (60) days prior to expiration of the term. This SOSA and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

7. **COUNTY EXECUTION OF AGREEMENT:** This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

EXHIBIT 1 – Renewal Invoice

Exhibit 1 – Renewal Invoice

Invoice No. HCORMN000124
 Date 26-Nov-2024
 Due Date 26-Dec-2024
 Customer No. DOU3000
 Page 1 of 1



Bill To

Douglas County Government
 Information Technology
 100 Third Street, Suite 350
 Castle Rock, CO 80104
 United States

Ship To

Douglas County
 100 Third Street, Suite 350
 Castle Rock, CO 80104
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency
		30 Days	HARRIS-US\$

Item No	Description	Quantity	Unit Price	Amount
HCR-SUBSCR	SW Subscription January 1st 2025 - December 31st 2025	1.00	117,399.00	117,399.00
HCR-SUBSCR	Support Services: January 1st 2025 - December 31st 2025	1.00	38,016.00	38,016.00

Remit To: Harris Corrections Bank: Bank of America Account No : 4427890967 ABA No. (ACH Payments): 111000012 Swift Code: BOFAUS3N	For Cheques: Harris Corrections PO Box 74008484 Chicago, IL 60674-8484 USA	Subtotal	155,415.00
		Misc	0.00
		Taxes	0.00
		Freight	0.00
		Total	155,415.00

Invoice Questions? Please email ar_hcor@harriscomputer.com



Thank you for your business!

EXHIBIT 2 - Software Subscription License Agreement

Offender360™ Solution

SOFTWARE SUBSCRIPTION LICENSE AGREEMENT

CONTRACT IDENTIFIER: The County of Douglas, State of Colorado
CONTRACT NUMBER: SOSA 2023-01

This Software Subscription License Agreement made effective as of the 1st day of January 2024] (the “**Effective Date**”).

BETWEEN

Harris Corrections Solutions Inc.
2429 Military Road, Suite 300
Niagara Falls, NY 14304

(“**HCOR**”)

AND

Board of County Commissioners
of The County of Douglas, State of Colorado
100 Third Street
Castle Rock, CO 80104

(“**Subscriber**”)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Harris and Subscriber hereby agree as follows:

SOFTWARE LICENSE AGREEMENT

1. SCOPE

- 1.1 This Software License Agreement applies to our proprietary software, known commercially as the Offender360™ Solution and any enhancements or custom modifications thereto, including any integrations, and/or other related interfaces licensed by us to you through this Agreement as described in the License Details (defined below), together with related documentation provided by HCOR (collectively, the “**Licensed Software**”).
- 1.2 HCOR shall be solely responsible to provide Subscriber with all levels of Licensed Software support, and any and all services relating to the support and maintenance of the Licensed Software shall be governed by a separate support agreement between Subscriber and HCOR or its nominee (the “**Support Agreement**”).
- 1.3 All other services including (without limitation) configuration, modification, implementation, integration, data migration, testing, consulting, management, acceptance testing, and training to be provided by HCOR to Subscriber shall be governed by a separate professional services agreement between Subscriber and HCOR or its nominee.

2. **DEFINITIONS** As used in this Agreement:

- 2.1 “**Acceptance**” means the earlier of: (1) your notice of acceptance of the Licensed Software or, (2) your commencement of live processing of the Licensed Software or any modules thereof, where live processing means the first day upon which the Licensed Software is installed, brought on-line, and used to perform or process your data or functions in actual operations;
- 2.2 “**Affiliate**” means an entity separate from you, but which will have access to the Licensed Software, licensed to you under this Agreement;
- 2.3 “**Authorized User**” means an Affiliate, employee or independent contractor of Subscriber (solely to the extent such contractor is providing services to Subscriber), who has been authorized by Subscriber to use the Licensed Software;
- 2.4 “**Database**” means the Microsoft Power Platform entities, attributes & relationships licensed to the Client for the purpose of using the Licensed Software;
- 2.5 “**Documentation**” means the user guides, training materials and technical support instructions for the Offender360™ Software provided to the Subscriber;
- 2.6 “**Subscription Use**” means internal use of the Licensed Software by the number of Authorized Users specified in Appendix A;
- 2.7 “**License Details**” means the specific terms identified in Appendix A to this License;
- 2.8 “**Licensed Software**” has the meaning set out in Section 1 above;
- 2.9 “**Term**” means the Initial Term and any Renewal Term as described in section 7.1 and specified in Appendix A; and
- 2.10 “**Support Agreement**” has the meaning set out in Section 1.3 above.

3. **GRANT OF LICENSE**

3.1 **License Grant.** Subject to the terms and conditions of this Agreement, for each fully paid subscription during the Term HCOR hereby grants to Subscriber a non-exclusive, non-transferable license to install, access and use the Licensed Software, for Subscription Use only (and for greater certainty not for resale, re-license or other form of distribution). This Agreement does not confer any right to Subscriber to sublicense any of its rights to the Licensed Software.

3.2 **No Sale.** The parties acknowledge and agree that nothing in this Agreement constitutes a sale of any software owned or licensed by HCOR, and further that this Agreement does not convey to Subscriber, or to any person, any ownership right, interest or title in or to the Licensed Software, or to any intellectual property therein, and that Subscriber will not obtain any rights to any software (including the Licensed Software) other than those expressly set out in this Agreement. Without limiting that, the Licensed Software qualifies as "commercial items," as that

term is defined at *Federal Acquisition Regulation ("FAR")* (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement acceptance of the rights and restrictions herein. If Subscriber needs for rights not conveyed under the terms of this Agreement, it must negotiate with HCOR to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be appended to this Agreement.

3.3 License Restrictions. At all times, Subscriber will not, and will not permit any other party to, directly or indirectly:

- (a) make the Licensed Software or any portion thereof available to anyone other than Subscriber and Authorized Users, nor license, sublicense, sell, resell, publish, republish, transfer, assign, distribute, rent, lease, time-share, copy or otherwise commercially exploit the Licensed Software in any way except as expressly permitted by this Agreement;
- (b) alter, reverse engineer, disassemble, decompile, translate or otherwise attempt to extract the source code or methodology from the Licensed Software or any part thereof;
- (c) copy, transfer, display or use the Licensed Software or any portion thereof except as expressly authorized in this Agreement, except that Subscriber shall be entitled to make a reasonable number of copies of the Licensed Software for archive and back-up purposes provided that Subscriber (i) ensures that all such copies include screen displays of HCOR's proprietary or intellectual property notices as recorded on the original copy provided by HCOR;
- (d) permit any other systems owned by or providing services to Subscriber to write to the Licensed Software Database;
- (e) remove any copyright or other proprietary notices in the Licensed Software or any part thereof (and, to the extent this Agreement permits Subscriber to make copies of the Licensed Software, Subscriber shall reproduce such notices as they appear in the Licensed Software).

3.4 Complete Software. Subscriber agrees that its license hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by HCOR regarding future functionality or features of the Licensed Software except as may be otherwise set out in a separate written agreement between the parties. To the extent, pursuant to the Support Agreement, HCOR delivers any enhancements or modifications to the Licensed Software, the same will form part of the Licensed Software for all purposes.

4. CHARGES AND PAYMENTS

4.1 License Fees. Subscriber shall pay to HCOR the subscription fee for the Initial Term set forth in the License Details and any renewal fees for applicable Renewal Term(s) if the Term (Sec. 7.1) is renewed. HCOR shall invoice Subscriber in accordance with Appendix A, and all such invoices shall be payable within 30 days of the invoice date. HCOR shall provide an invoice for subscription fees 45-60 days in advance of the due date to allow for sufficient processing time by the Subscriber.

4.2 **Taxes.** Subscriber shall pay all applicable sales, use, withholding and excise taxes, and any other assessments against Subscriber in the nature of taxes, duties or charges however designated on the Licensed Software or its license to use, on or resulting from this Agreement, exclusive of taxes based on the net income of HCOR.

4.3 **Reports and Auditing.** At all times during the course of this Agreement and for a period of three years thereafter, (a) Subscriber will keep accurate records with respect to the usage of the Licensed Software so as to enable verification that the License Details and restrictions set out in this Agreement have been complied with, and (b) Subscriber will make available such records to the other party (or its advisors) upon its request from time to time in order to verify compliance with this Agreement, provided that if any such records contain confidential information Subscriber may require that the auditing party or its advisors execute a commercially-reasonable non-disclosure agreement with respect thereto. If such audit reveals non-compliance with the terms of this Agreement, HCOR will invoice, and Subscriber will immediately pay, for such overage or unlicensed use in accordance with HCOR's then-current pricing.

5. IP; CONFIDENTIALITY

5.1 Intellectual Property Indemnification

(a) In the event there is a third party claim against Subscriber alleging that Subscriber's use of the Licensed Software in accordance with this Agreement constitutes an infringement of a United States' patent, copyright, trademark or trade secret of that third party that is valid and enforceable in Subscriber's jurisdiction, HCOR shall, at its expense, defend and indemnify Subscriber and pay any final judgment (including all damages awarded against Subscriber) against Subscriber or settlement agreed to by HCOR on Subscriber's behalf, provided that Subscriber (i) promptly notifies HCOR of any such claim in writing; (ii) has not made any admissions or begun settlement negotiations either prior to or after providing notice to HCOR of the applicable claim except with HCOR's prior written consent; (iii) provides HCOR with all reasonable information and assistance in connection with such claim; and (iv) gives HCOR the sole right to control the defense of, or settle such claim.

(b) HCOR' liability for any claims under this Section 5.1 shall be reduced to the extent such claim arises from:

(i) alterations or modifications to the Licensed Software by Subscriber or a third party in any manner whatsoever except with the prior written consent of HCOR;

(ii) combination, integration or use of the Licensed Software with software, hardware or other materials not approved by HCOR where such claim would not have arisen but for such combination, integration or use;

(iii) use of the Licensed Software other than in compliance with this Agreement;

(iv) compliance with the Subscriber's written instructions or specifications; or

(v) use of the Licensed Software after notice from HCOR that it should cease due to possible infringement.

(c) Any breach by Subscriber of its covenants under this Section 5.1 shall nullify this indemnity but not the sole right of HCOR to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof.

(d) If HCOR receives notice of an alleged infringement by the Licensed Software, or if HCOR reasonably believes that such a claim is likely, HCOR may stop delivery of access to such Licensed Software without liability for failure to deliver it. HCOR will have the right, at its sole option, to obtain the right for Subscriber to continue use of the affected Licensed Software, or to replace or modify the affected Licensed Software so that it is no longer alleged or believed to infringe, provided that this can be done without significant loss of functionality. If neither of the foregoing options is available to HCOR on commercially reasonable terms, HCOR may terminate Subscriber's license and use of the affected Licensed Software.

(e) The foregoing 5.1 states HCOR's entire liability, and the Subscriber's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trademark, trade secret or other intellectual property and property interest rights relating to the Licensed Software, or any part thereof or use thereof.

(f) Subscriber may, at Subscriber's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances related to the proceeding.

5.2 Retention of Rights by HCOR. All proprietary and intellectual property rights, titles and interests including copyright in and to the original and copies of the Licensed Software, including any enhancements or custom modifications thereto, shall be and remain that of HCOR or its licensors (as the case may be). Subscriber has no proprietary or intellectual property rights, titles or interests in or to the Licensed Software, or any portion thereof, except for the limited license granted herein and Subscriber shall not, at any time, whether before or after the termination of this Agreement, contest or aid others in contesting, or doing anything which otherwise impairs the validity of any proprietary or intellectual property rights, titles or interests of HCOR or its licensors in and to the Licensed Software or any portion thereof.

5.3 Confidentiality. Notwithstanding anything else in this Agreement, each party (in such context, "**Recipient**") will not, without the prior written approval of the other party (in such context, "**Discloser**"), disclose or use for any purpose other than performance of its obligations under this Agreement any information, documents, know-how, or trade secrets of the Discloser, including the terms of this Agreement together with such other information that is not in the public domain that may come to its knowledge or possession by reason of exchange of information under this Agreement or entering into this Agreement (collectively, "**Confidential Information**"). Subscriber acknowledges and agrees that HCOR's Confidential Information includes the Licensed Software. Recipient will protect Discloser's Confidential Information using the same standard of care that it would use to protect its own, similar information, but in any case no less than a reasonable standard of care, and will only use it for the proper performance of this Agreement. All intellectual property rights, titles and interests in and to Discloser's Confidential Information will be and remain vested in Discloser subject only to the express licenses granted herein. Recipient will not disclose Discloser's Confidential Information to any person (including its personnel) except on a strictly "need-to-know" basis in connection with its performance hereunder, and where such person is bound by legally-enforceable confidentiality undertakings in respect thereof at least as stringent as those contained herein. Recipient will be responsible for any breaches of confidentiality caused

by such persons to whom Discloser's Confidential Information is disclosed as if Recipient committed such breach. Recipient will not have an obligation of confidentiality under this Section 5.3 with respect to Confidential Information where Recipient can establish, through documentary evidence, that such information (a) was previously known to Recipient free of any obligation to keep it confidential, (b) is or becomes publicly available other than by unauthorized disclosure by Recipient or its personnel, (c) is legally disclosed to Recipient by third parties without restrictions of confidentiality, or (d) has been independently developed by Recipient without direct or indirect reference to Discloser's Confidential Information. Notwithstanding anything else in this Agreement, if Recipient required to disclose any Confidential Information as required by a court or by law (including pursuant to any access to information laws), it may do so provided that Recipient gives Discloser sufficient advance notice as reasonable in the circumstances to enable Discloser the opportunity to contest the disclosure or obtain a protective order, and further that Recipient reasonably assists Discloser in contesting or protecting same. Upon termination of this Agreement or upon the written instruction of Discloser, Recipient will return or destroy Discloser's Confidential Information, provided that it will be deemed to have destroyed electronic Confidential Information when it executes an application or operating system-level, commercially reasonable delete function on it as long as it does not directly or indirectly thereafter permit or perform any restoration or recovery thereof, whether through forensics, archives, undeletion, or otherwise.

6. LIMITED WARRANTY AND LIMITATION OF LIABILITY

6.1 Limited Warranty of the Licensed Software – HCOR warrants that, for a period of thirty (30) days from the date of Acceptance by Subscriber, the Licensed Software shall conform, as to all substantial operational features, to HCOR's current published specifications when installed and be free from defects that substantially affect system performance. HCOR's sole obligation and liability hereunder shall be to use reasonable efforts to remedy any such functional non-conformance which is reported to HCOR in writing by Subscriber within this warranty period. If HCOR is unable to remedy such non-conformance using reasonable efforts, HCOR shall be entitled to, in its sole discretion, refund to Subscriber the license fees paid by Subscriber to HCOR hereunder and this Agreement shall automatically be terminated.

6.2 SPECIFIC EXCLUSION OF OTHER WARRANTIES – EXCEPT AS SET OUT IN SECTIONS 5.1 AND 6.1, THE LICENSED SOFTWARE IS PROVIDED "AS-IS" AND SUCH REPRESENTATIONS AND WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY, NOR ARE ANY WARRANTIES GRANTED BY HCOR'S LICENSORS. WITHOUT LIMITING THE ABOVE, HCOR AND ITS LICENSORS DO NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE SHALL BE FREE FROM INTERRUPTION OR ERRORS WHICH DO NOT ADVERSELY IMPACT THE PRODUCT'S WRITTEN WARRANTED FUNCTIONALITY.

6.3 RESTRICTIONS ON WARRANTY - HCOR SHALL HAVE NO OBLIGATION TO REPAIR OR REPLACE THE PRODUCT (A) DAMAGED BY ACCIDENT OR OTHER EXTERNAL CAUSE; (B) DAMAGED THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN HCOR; (C) USED IN OTHER THAN ITS NORMAL AND CUSTOMARY MANNER; (D) SUBJECTED TO MISUSE; (E) SUBJECTED TO MODIFICATIONS BY THE SUBSCRIBER OR BY ANY PARTY OTHER THAN HCOR WITHOUT THE PRIOR WRITTEN CONSENT OF HCOR; OR (F) USED IN A HARDWARE, OPERATING SYSTEM AND SOFTWARE ENVIRONMENT

NOT MEETING THE REQUIREMENTS OF THE LICENSED SOFTWARE AS SET OUT IN THE DOCUMENTATION THEREFOR OR THAT HAS NOT BEEN CORRECTLY INSTALLED, PROCURED, CONFIGURED, SUPPORTED, LICENSED AND MAINTAINED.

6.4 NO INDIRECT DAMAGES - IN NO EVENT SHALL HCOR OR ITS LICENSORS BE LIABLE TO SUBSCRIBER OR TO ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES (WHETHER ARISING IN CONTRACT, IN TORT OR OTHERWISE) IN CONNECTION WITH THE LICENSE OF THE LICENSED SOFTWARE OR THIS AGREEMENT, NOR (WITHOUT LIMITING THE GENERALITY OF THE FOREGOING) FOR DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOSS OF OR CORRUPTION OF DATA, LOSS OF CONTRACTS, OR LOSS OF OPERATION TIME, IN EACH CASE EVEN IF CAUSED BY HCOR'S NEGLIGENCE AND EVEN IF HCOR HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

6.5 LIMITS ON LIABILITY - IF FOR ANY REASON, HCOR OR ITS LICENSORS BECOME LIABLE TO SUBSCRIBER OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, INCURRED IN CONNECTION WITH THIS AGREEMENT OR THE LICENSE OF THE LICENSED SOFTWARE, THEN (A) THE AGGREGATE LIABILITY OF HCOR AND ITS LICENSORS FOR ALL DAMAGES, INJURY, AND LIABILITY INCURRED BY SUBSCRIBER AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCT, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE CHARGES AND FEES PAID TO HCOR UNDER SECTION 4.1 FOR THE LICENSED SOFTWARE THAT GAVE RISE TO THE CLAIM FOR DAMAGES; AND (B) SUBSCRIBER MAY NOT BRING OR INITIATE ANY ACT OR PROCEEDING AGAINST HCOR OR ITS LICENSOR ARISING OUT OF THIS AGREEMENT OR RELATING TO THE LICENSED SOFTWARE MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

6.6 SEPARATE ENFORCEABILITY - SECTIONS 6.2, 6.3, 6.4 AND 6.5 ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND SHALL EACH BE INDIVIDUALLY ENFORCEABLE.

7. TERM/ TERMINATION

7.1 Disclaimer: Nothing in this license shall be understood in such a way as to diminish or otherwise prevent either party from exercising their ability to terminate the agreement as stated in paragraph 14 of the MSA ("¶14"). To the degree that anything contained in this license appears to contradict ¶14, the MSA shall control.

7.2 Term This license will commence on the Effective Date and continues for the duration of the initial term set forth in the License Details ("**Initial Term**") unless earlier terminated pursuant to the terms hereof. Thereafter, the parties may agree in a duly executed contract amendment to renew this license for successive periods as specified in the License Details (each, a "**Renewal Term**" and collectively, with the Initial Term, the "**Term**").

7.3 Termination - This Agreement and the license granted hereby shall terminate in each of the following events;

- (a) at the option of either party if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or

liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(b) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within 30 days after receiving written demand therefor;

(c) notwithstanding (b), immediately upon HCOR's notice to Subscriber if Subscriber breaches sections 3.3, 5.2 or 5.3 hereof; or

(d) without limiting (b), if payment of any applicable license fee is not made when due, provided that HCOR has first given Subscriber not less than thirty (30) days written notice of its intention to rely on this clause, which notice may not be given with respect of any particular invoice for license fees until thirty (30) days following the due date of the particular invoice; provided that this right of termination shall be in addition to all other rights and remedies available to the parties for default or wrong-doing by the other.

7.4 Suspension of Obligations – Notwithstanding Section 7.2, if Subscriber should default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to HCOR, HCOR may suspend performance and observance of any or all of its obligations under this Agreement, without liability, until Subscriber's default is remedied.

7.5 Return of the Licensed Software – Without limiting Section 5.3, in the event of termination of this Agreement by either party, (a) the rights granted to Subscriber shall immediately terminate and, (b) Subscriber will immediately cease all use, and return or destroy the Licensed Software and all copies thereof and certify, in writing, to HCOR that Subscriber has done so and complied with Section 5.3.

8. GENERAL

8.1 **Complete Agreement.** This Agreement, including the Exhibits hereto, constitutes the complete and exclusive statement of the agreement between HCOR and the Subscriber with respect to the license of the Licensed Software and supersedes all oral or written proposals, prior agreements and other prior communications between the parties. In the event of a conflict between the terms of this Agreement and the Exhibits hereto, the terms of this Agreement shall prevail. The parties acknowledge that they shall have entered into other agreements concurrently herewith.

8.2 **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to a circumstance beyond the reasonable control of such party which results in such party being unable to observe or perform on time an obligation under this Agreement (including strikes, insurrections, fires, floods, storms, explosions, earthquakes, acts of God, terrorism, war, outage or malfunction of telecommunications services or the internet, malicious code, power failures or third party regulatory or governmental action) but excluding a lack of credit or an inability to pay as required hereunder (each a "**Force Majeure Event**"), provided that the affected party will notify the other party as soon as practicable in the circumstances and resumes performance of its obligations upon the abatement or ceasing of the Force Majeure Event.

8.3 **Notices.** All notices and requests in connection with this Agreement shall be delivered to the respective parties in writing and shall be deemed to be given on the day following the day such notice is delivered to the receiving party at the address set out above, directed in the case of HCOR to its Executive Vice President and in the case of Subscriber to its IT Director, or their designate.

8.4 **Governing Law.** This Agreement and performance hereunder shall be governed by the laws of the jurisdiction where the Subscriber is situated.

8.5 **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable under any applicable statute or rule of law, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

8.6 **Non-Assignment.** Subscriber may not assign its rights, duties or obligations under this Agreement, without the prior written consent of HCOR. Without limiting that, Subscriber's obligation to pay any fees or charges due hereunder is not assignable.

8.7 **Non-Waiver.** The waiver or failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 **Relationship.** The parties acknowledge that each is an independent contractor in a licensor-licensee relationship and nothing herein constitutes a joint venture, partnership, agency or other relationship between the parties and neither party has the right to bind nor act for the other as agent or in any other capacity.

8.9 **Enurement.** All covenants, representations, warranties and agreements of the parties contained herein shall be binding upon and shall enure to the benefit of the parties and their respective successors and permitted assigns.

8.10 **Survival.** Sections 1, 2, 3.2, 3.3, 3.4, 4.2, 4.3, 5.2, 5.3, 6.2, 6.3, 6.4, 6.5, 6.6, 7.4 and 8.8 shall survive termination and expiration of this Agreement.

8.11 **Export Control.** The Licensed Software uses software and technology that may be subject to export controls under applicable laws. Subscriber acknowledges and agrees that the Licensed Software shall not be transferred or otherwise exported or re-exported, except in accordance with all applicable laws regarding the export of controlled technologies.

8.12 **Interlocutory Remedy.** Each party acknowledges that irreparable harm to the other party not compensable by monetary damages would result from its breach of any obligations under Sections 3 and 5. Accordingly, each party agrees that remedies for any such breach may include, in addition to other available remedies and damages, injunctive or other equitable relief from any court of appropriate jurisdiction as a matter of right and without the necessity of establishing the inadequacy of monetary damages. No party will raise the adequacy of monetary damages as a defence to any such application for such injunctive relief.

8.13 **Acceptance and Counterparts.** This Agreement may be executed in counterparts (including by electronic transmission), each of which will constitute an original and all of which taken together will constitute one and the same instrument.

Appendix A - LICENSE DETAILS

1. Description of Licensed Software (sections 1.1, 3.1): Harris Corrections Solutions Inc. Offender360™ Solution with the following modules:

- PreTrial360 Including:
 - Search
 - Client Management
 - Court Case Management
 - Bond Interviews
 - Pretrial Supervision Management
 - In Home Detention Management
 - Community Service Management
 - Community Service Provider Management
 - Community Corrections Management
 - Payments and Fees
 - Client Portal
 - Notifications / Email / SMS
 - System Dashboards
 - Reports
 - Client Merge
- North52 – Business Process Activities Enterprise Subscription – Online Version
- KingswaySoft - SSIS Integration Toolkit – Ultimate Edition (up to 2 server installation)
- Socrates360 – mobile application

2. Maximum number of Authorized Users (section 2.3):

- *PreTrial360 – Enterprise license for Douglas County¹*
- *North52 – maximum of 200 users*
- *Socrates360 - maximum of - 2,000 clients²*

3. Payment terms (section 2.7, 4.1). Unless otherwise agreed in writing, Subscriber shall pay license fees as follows:

In accordance with the payment provisions set forth in the Master Services Agreement and associated Scope of Service Agreement (SOSA) to which this Software Subscription License Agreement is attached.

¹ The “Enterprise” form of licensing will permit the County of Douglas (Subscriber) through its employees, agents and representatives to have an undefined number of concurrent users of the HCOR PreTrial 360 software and any growth in the number of users thereof.

² if the number of Socrates users exceeds 2,000 for more than one month, then a Change Request will be created following the process described in Exhibit 1 of the SOSA to move Douglas County up to the next license tier which allows for a maximum of 3,000 clients.

4. Term of License (section 7.1):

- The Initial Term of this license is: 12 months.
- Renewal Term: Annual

EXHIBIT 3 - Client Support Agreement

THIS CLIENT SUPPORT AGREEMENT is made as of the 13th day of November 2023 between the party described in the Agreement Details (the “Client”) and HARRIS CORRECTIONS SOLUTIONS INC. (“HCOR”) having a place of business at 2429 Military Road #300, Niagara Falls, NY 14304.

WHEREAS this Support Agreement is being entered into pursuant to the terms and conditions of the OMS Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions and Exhibits

1.1 **Definitions** In this Agreement, terms defined in the OMS Agreement have the same meaning in this Agreement and the following additional terms have the meaning assigned to them as follows:

- (a) “Agreement Details” means the specific terms identified in Exhibit A to this Agreement;
- (b) “Application Package” means the Licensed Software together with the Database;
- (c) “Database” means the Microsoft Power Platform entities, attributes & relationships licensed to the Client for the purpose of using the Licensed Software;
- (d) “Defect” means a failure of the Licensed Software to perform the designed functionality caused by an error in the software;
- (e) “Licensed Software” means the software application programs known as the Offender360™ Solution (together with certain complementary third-party software provided hereunder) that has been licensed for use by the Client; as are more fully described in the Agreement Details;
- (f) “OMS Agreement” means the Offender Management System Agreement described in the Agreement Details, as it may have been amended;
- (g) “Production System” means the computer operating system together with Application Package used by the Client in the live processing of its data;
- (h) “Support” means: (i) responding to inquiries concerning reported Incidents in the Licensed Software and (ii) correcting those problems diagnosed as Defects in the currently supported version of the Licensed Software. In resolving Defects, HCOR may provide a written response, software patch, supplementary documentation, a temporary means of circumventing the problem pending a Support Release or other correctional aids;
- (i) “Support Release” means the improved releases of the Licensed Software which are generally made available to supported customers. Support Releases may contain modifications, refinements, and enhancements that HCOR elects to incorporate into the Licensed Software (other than modifications unique to the Client) but which are not separately priced or marketed and may include resolutions to known problems.

1.2 **Exhibits** The following exhibits, as amended from time to time, form part of, and are incorporated into this Agreement by reference:

Exhibit	Description
A	Agreement Details
B	Service Levels Standards

2. Support Services

2.1 **Support Services** HCOR will provide Support to the Client by telephone, e-mail, or Customer Portal during the times specified in the Agreement Details. Unless otherwise specifically provided in this Agreement, services provided under this Agreement are limited to Support of the Licensed Software to the exclusion of the Database or any other third-party software or hardware.

2.2 **Service Levels** HCOR will adhere to the service levels and response standards set out in Exhibit B.

2.3 **Services Out of Scope** HCOR shall endeavor to assist with all inquiries made to HCOR personnel under this Agreement. However, if the inquiry is not related to a problem with the Licensed Software, HCOR shall be entitled to charge the Client on a time and materials basis (“T&M”) at the rates set out in the Agreement Details. Without limitation, the following services are out of scope and could give rise to T&M charges:

- (a) support services related to Sentence Calculation algorithms (unless included in the fees for Support), interfaces or Database recovery or remedy to failures due to operator errors;
- (b) services required as a result of the failure by the Client to comply with Part 3 of this Agreement;
- (c) training or system consulting.

2.4 **De-Support** HCOR shall provide Support for the current Client version of the Licensed Software for as long as commercially reasonable. To the extent technological obsolescence of the Licensed Software and/or materially dependent third-party products (including the Database and other software and technology enablers) hinders the ability of HCOR to continue providing support on a practical, commercially reasonable basis, HCOR may elect, in its sole discretion and at any time, to provide the Client with 12 months advance written notice of its intention to de-support such obsolete versions at the end of such notice period.

3. Client Obligations

3.1 **General Obligations** Without cost to HCOR, the Client shall provide to HCOR full co-operation and assistance to enable HCOR to provide the Support contemplated hereby. In particular, and without limitation, the Client will:

- (a) establish and maintain an internal support desk whereby all reported incidents would be first diagnosed and confirmed as bona fide Defects before logging a support call to HCOR. Only those individuals listed in the Agreement Details (as amended from time to time) may make support calls to HCOR;
- (b) provide and maintain a separate, functional environment to which HCOR has access that will reflect the Production System and contain at least a representative sample of current offender data where the Client will install all Support Releases, patches and Defect corrections and which will be used by the Client for acceptance testing prior to promotion to the Production System;
- (c) perform all Microsoft Power Platform administration as may be required for the continuing operation, speed and optimal performance of the Application Package that includes backup and recovery, and capacity management;
- (d) supply all pertinent data and information, as requested;
- (e) make available such employees of the Client as HCOR may reasonably request;
- (f) report problems or faults within such time, in such form and with such degree of particularity as HCOR may, from time to time, request;
- (g) ensure that its personnel are fully trained in the use and operation of the Licensed Software; and
- (h) only use the Licensed Software in accordance with the procedures for the use of the Licensed Software in the manner and for the purpose of which it was originally intended by HCOR as reflected in its design and having regard to the business practices of the Client, both of which are established in system administration training provided by HCOR.

3.2 Production System , The Client will provide HCOR with electronic or other access to the Production System, from time to time, for the purpose of applying a Database or data corruption fix and, in which event, HCOR assumes no liability resulting from such emergency or crisis access except for willful negligence on the part of HCOR .

3.3 Timely Error Correction, The Client understands and agrees that all Defect corrections and Support Releases should be promptly implemented in the Production System and acknowledges that its failure to so implement such Defect corrections and Support Releases may render the Licensed Software unusable or non-conforming to documentation and may result in the need for additional services outside the scope of this Agreement. Accordingly, the Client will collaboratively work with HCOR to schedule any related service downtimes as may be required to install and put into production use (i) corrections to Defects within 30 days of delivery and (ii) Support Releases within such reasonable time as HCOR may specify. HCOR shall give the Client at least one (1) week advance notice of each request for a scheduled maintenance window.

3.4 Maintain Environment For all deployment environments (On-premise, Client hosted or Cloud hosted) the Client acknowledges and agrees that maintenance of all computer hardware, communications equipment and/or software, cabling, peripherals and any other hardware equipment necessary for the operation of the Application Package shall be the principal obligation of the Client, or its hosted services provider (as the case may be). HCOR will not be responsible to provide any assistance under this Agreement required as a result of any:

- (a) modification, change or upgrade to any hardware or software (other than any modification, change or upgrade made by HCOR to the Application Package);
- (b) damage to the Application Package by accident or other external cause due to the fault or negligence of any party other than HCOR, or the use by the Client of the Application Package in other than its normal and customary manner; or
- (c) as a result of any modification to the Application made by any party other than HCOR, even if HCOR has knowledge of the possibility of such potential loss or damage.

4. Fees and Expenses

4.1 Fees: For the Support services provided under this Agreement, the Client shall pay HCOR the fees specified in the OMS Agreement or the Agreement Details. Any other services must be authorized in advance by the Client representative having authority to approve additional expenditures under this Agreement. The names and titles of such authorized parties are listed in the Agreement Details.

4.2 Additional Software: The fees for Support of any additional software licensed from HCOR during the term of this Agreement, including custom modifications, will be identified at the time of licensing and will be added to the amount specified in the Agreement Details.

4.3 Expenses: Unless otherwise specifically provided in the Agreement Details, the Client will reimburse HCOR for all reasonable expenses necessarily and actually incurred by HCOR in providing Support provided that HCOR submits detailed periodic invoices and supporting documentation. If HCOR representatives are required to provide services at locations other than at the premises of HCOR, reasonable expenses also include the travel, accommodation and per diem expenses of such representatives. If expenses are necessary, Client will pre-approve these expenses before they are incurred as described in 4.1 above.

4.4 Default of Payment: If the Client fails to pay HCOR as required by this Agreement, in addition to any other remedies that may be available to it, HCOR shall not be required to provide Support services after providing written notice to that effect to the Client.

5. Warranties and Limitation of Liability

5.1 Warranty HCOR warrants that it shall perform the Support in accordance with the standard of care and diligence normally practiced by software firms performing services of a similar nature and with the performance criteria set forth in Exhibit B. Any matters in difference with respect to this Warranty shall be resolved in accordance with the process set out in the Master Services Agreement, section 28 (Disputes).

5.2 Limitations. HCOR's aggregate liability for direct damages in respect of this agreement will be limited to the fees paid or payable for Support, to HCOR by Client during the twelve months preceding the circumstances in which such liability arises, and in any event never more in aggregate for all liabilities in excess of the fees paid or payable to HCOR by the Client pursuant to this agreement.

6. Term and Termination

6.1 Term The term of this Agreement commences on the date and continues for the period specified in the Agreement Details. Thereafter, this Agreement will be renewed annually by HCOR giving the Client 30-days prior written notice setting out the terms and conditions of the renewal including any changes to fees under this Agreement. HCOR will offer subsequent renewals so long as the Client is not in breach of Part 3 and provided all amounts due to HCOR are paid when due. Any renewal is subject to funds being appropriated by the Customer through the normal budgeting process. Under no circumstances shall it be understood that the Customer is obligated to appropriate funds.

6.2 Services after Termination If, after expiry or termination of this Agreement, the Client requests Support, HCOR may agree to provide Support on a T&M basis.

Appendix A - Agreement Details

1. Description of the Client:
Board of County Commissioners of The County of Douglas, State of Colorado
2. Description of the Licensed Software (section 1.1(e)):
 - a. HCOR Offender360™ Pretrial Management System, comprised of:
 - Search
 - Client Management
 - Court Case Management
 - Bond Interviews
 - Pretrial Supervision Management
 - In Home Detention Management
 - Community Service Management
 - Community Service Provider Management
 - Community Corrections Management
 - Payments and Fees
 - Client Portal
 - Notifications / Email / SMS
 - System Dashboards
 - Reports
 - Client Merge
 - b. North52 - Business Process Activities Enterprise Subscription – Online version
 - c. KingswaySoft - SSIS Integration Toolkit – Ultimate Edition
 - d. Socrates360 – mobile application
3. Description of the OMS Agreement (section 1.1(f)):

Master Services Agreement, dated the 13th day of November 2023, by and between the Board of County Commissioners of the County of Douglas, State of Colorado and Harris Corrections Solutions Inc., together with any attached Scope of Service Agreements, including SOSA 2023-01 Exhibit 1: Douglas County Pretrial Services Offender360™ Pretrial Management Implementation Statement of Work.
4. Support Services (section 2.1) coverage:
[12] hours per day (8 AM to 8 PM Eastern Time)
[5] days per week, Monday through Friday
5. T&M rate (section 2.3):
The current T&M rate is \$198.00 per hour.
6. Designated Client support personnel (section 3.1(a)):
Tracy Trestrail, Allison Heemer, Shelly Andreas, Scott Matson, Ash Kann

7. Support fees (section 4.1): Fees for the initial term shall be \$3,168 per month.²
8. Designated Client signing authorities (section 4.1):
John Huber, CIO
9. Effective date and term of Agreement (section 6.1):

The initial term of this agreement begins 30 days after go-live and will continue until December 31, 2024. This Service Agreement and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes.

² Support fees and expenses are exclusive of any federal, state or provincial tariffs, duties or sales taxes, or gross receipts taxes which shall be paid by the client. Support fees are invoiced annually in advance and expenses are invoiced monthly. The Fees and any T&M rates remain fixed for a period of [x months]. Thereafter, HCOR may adjust the Fees and T&M rates upon thirty (30) days prior written notice.

Payment terms are net 30 days and overdue payments bear interest at 8% per annum.

Appendix B - Service Level Standards

Level	Definition ³	Response Time	Resolution Time	Resolution
One	The Application Package does not permit use of core functionality (such as booking and Release and/or processing of transactions) on a system wide basis and a bypass or workaround is not available.	HCOR shall respond by telephone or electronic means to the Client within one (1) Support Service hour of initial notification to HCOR.	HCOR shall provide its commercial best efforts to affect a resolution within twelve (12) Support Service hours of the initial notification.	HCOR shall provide a program correction or program patch to the Client in order to resume operations. HCOR shall treat error correction activity of this nature a highest priority basis, until a program correction or patch is provided.
Two	Significant portions of the Application Package are severely impaired to the extent that major functions are inoperative. Major functions being classified as comparable to whole modules of the application (i.e., Visits, Classification).	HCOR shall respond by telephone or electronic means to the Client within two (2) Support Service hours of initial notification to HCOR. If the initial notification was not by telephone or not during HCOR business hours this response time shall start when the notification is received by Support personnel.	HCOR shall provide its commercial best efforts to affect a resolution within seventy-two (72) Support Service hours of initial notification to HCOR.	HCOR shall provide the Client with a program correction, program patch or a procedure to bypass or work around the error condition in order to continue operations. If a bypass procedure is utilized, HCOR shall continue error correction activity until a program correction or program patch is provided.
Three	The Application Package is impaired to the extent that some non-critical functions are not operating. Non-critical functions are classified as forms or reports that shape part of a major function but does not impair the major function to be totally inoperative.	HCOR shall respond by telephone or electronic means to the Client within four (4) Support Service hours of initial notification to HCOR. If the initial notification was not by telephone or not during HCOR business hours, this response time shall start when the notification is received by Support personnel	HCOR shall provide its commercial best efforts to affect a resolution within thirty (30) days.	HCOR shall provide resolution in the form of, a written response, software patch, supplementary documentation, a temporary means of circumventing the problem pending a Support Release or other correctional aids;
Four	This Severity Level represents cosmetic defects that do not affect the functionality but do affect the general look and feel of the Application Package.	HCOR shall respond to the Client within twenty-four (24) Support Service hours of the initial notification to HCOR. If the initial notification was not by telephone or not during HCOR business hours, this response shall start when the notification is received by HCOR personnel.	HCOR shall provide its commercial best efforts to affect a resolution within a Support Release.	HCOR shall provide resolution in the form of, a written response, software patch, supplementary documentation, a temporary means of circumventing the problem pending a Support Release or other correctional aids;

³ HCOR reserves the right to reclassify a reported Defect in accordance with the Severity Definitions set forth herein. Target Response Time shall not commence until Client has provided HCOR with sufficient information regarding the reported Defect to permit HCOR to begin diagnosing the problem, including, but not limited to, sufficient information to reproduce the reported Defect.