

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[BEACON SOFTWARE SOLUTIONS, INC.]
FOR EFFECTIVE DATE APRIL, 14, 2026 THROUGH APRIL 14, 2029**

This Agreement, entered into this ____ day of April, 2026, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Beacon Software Solutions, Inc., a Florida corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Humboldt County Sheriff's Office, desires to retain a qualified professional to provide the Mobile Beacon JMS software, handheld scanners, peripheral equipment, training, and support as described in Quote #383 (Exhibit B); and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the installation of software for Mobile Beacon JMS, handheld scanners, peripheral equipment, training, and support services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR hereby agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Sheriff or a designee thereof, hereinafter referred to as "Sheriff."

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until April 14, 2029, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are

contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement for a 3-year commitment is One Hundred Thousand Seven Hundred Eighty-Four Dollars and Sixty-Two Cents (\$100,784.62). In no event shall the maximum amount paid under this Agreement exceed Sixty-Nine Thousand Six Hundred Seventy Dollars (\$69,670.00) for first year April 14, 2026 to April 14, 2027, and Fifteen Thousand Three Hundred Twenty-Seven Dollars and Forty Cents (\$15,327.40) for second year April 14, 2027 to April 14, 2028, and Fifteen Thousand Seven Hundred Eighty-Seven Dollars and Twenty-Two Cents (\$15,787.22) for third year April 14, 2028 to April 14, 2029. CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific and known rates and costs applicable to this Agreement are set forth in Exhibit B – Quote, which is attached hereto and incorporated herein by reference as if set forth in full. There are no unknown costs for equipment and services under this Agreement.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement. The Mobile Beacon JMS project fee for Year 1 shall be paid prior to CONTRACTOR'S ordering of equipment. CONTRACTOR shall submit a final invoice for payment, if applicable, within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Sheriff's Office
Attention: Sheriff Business Office
826 4th St.
Eureka, California 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Sheriff's Office
Attention: Captain D. Christian
826 4th St.
Eureka, California 95501

CONTRACTOR: Beacon Software Solutions, Inc.
Attention: Hal Floyd - CEO
1515 E. Silver Springs Blvd., Ste 114
Ocala, FL 34470

7. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during its normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and

any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONTRACTOR hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of

professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed upon employees for drug abuse violations.

C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.

D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Beacon Software Solutions, Inc.
Attention: Hal Floyd, CEO
1515 E. Silver Springs Blvd., Ste 114
Ocala, FL 34470
hfloyd@beaconss.com

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state

and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

- C. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

20. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent, not to be withheld unreasonably. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY

prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. COUNTY and CONTRACTOR shall both inform the other party of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY and CONTRACTOR shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to the Sheriff or designee and CONTRACTOR CEO in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3.D. – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the

provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, network outages, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

Along with the incorporated Exhibits, this Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

BEACON SOFTWARE SOLUTIONS, INC.:

By: 

Date: 3/31/26

Name: Harold G. Floyd, II

Title: CEO

By: 

Date: 3.31.26

Name: Kerry W. Floyd

Title: President/Treasurer

COUNTY OF HUMBOLDT:

By: _____

Mike Wilson, Chair
Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Amanda M. Phillips
Risk Management

Date: 04/07/2026

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Quote #383, reflecting known costs
- Exhibit C – Sample Invoice Form
- Exhibit D – Annual Product Maintenance and Support Agreement, Beacon JMS Service Plan, and End User License Agreement

EXHIBIT A (See Also Beacon Document)
SCOPE OF SERVICES

Beacon Software Solution, Inc.
For Term of April 14, 2026 through April 14, 2029

CONTRACTOR to provide Mobile Beacon JMS software for mobile jail management operations, along with handheld scanners and associated peripheral equipment for system operability.

1. SERVICES:

CONTRACTOR to provide Mobile Beacon JMS software for mobile jail management operations, along with handheld scanners and associated peripheral equipment for system operability described in Quote #383.

2. SCHEDULE:

To Be Determined with CPT D. Christian, but target goal is April 2026. Also see Section 7 "Timeline" in Beacon's SOW.

3. DELIVERABLES:

Identification and Tag and Coding Training
Mobile JMS Training
Go-Live Readiness Checklist
Post Go-Live Support in Accordance with Contract

4. ACCEPTANCE CRITERIA:

The following Apply to Each Deliverable:

Mobile JMS is successfully deployed and accessible on designated handheld devices
Users can perform assigned Mobile JMS functions without critical errors
Staff can successfully encode and validate wall tags and ID cards using Mobile JMS
Training sessions are completed with user acknowledgment
Go-Live is completed with minimal disruption to detention operations

5. REPORTING REQUIREMENTS:

N/A

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

6. PLACE OF PERFORMANCE:

Humboldt County Sheriff's Office for initial installation and training, then remote support.

7. COUNTY RESPONSIBILITIES:

See Exhibit D, standard Annual Product Maintenance and Support Agreement, herein incorporated by reference. Also see Section 8 "Roles and Responsibilities" in Beacon's SOW.

8. RESTRICTIONS:

CONTRACTOR shall not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services required hereunder, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage prior to the commencement of any such driving. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

EXHIBIT "A" CONTINUED ON NEXT PAGE

EXHIBIT A (cont.)

Statement of Work (SOW): Deployment of Beacon Mobile Jail Management System (Mobile JMS)
Humboldt County Sheriff's Office
826 4th St, Eureka, CA 95501

1. Introduction

This Statement of Work (SOW) outlines the tasks, deliverables, and responsibilities associated with the deployment of the Beacon Mobile Jail Management System (Mobile JMS) for the **Humboldt County Sheriff's Office**, located at **826 4th St, Eureka, California 95501**.

The purpose of this engagement is to configure (if applicable), deploy, and train staff on Mobile JMS handheld devices to enable secure, efficient mobile access to jail management functionality while maintaining operational continuity for Humboldt County detention operations.

2. Project Scope

The Mobile JMS deployment for the Humboldt County Sheriff's Office will include:

- Configuration and deployment of Mobile JMS handheld devices
- Integration of Mobile JMS with the existing Beacon Jail Management System
- Training for end-users and system administrators
- System testing and validation
- Go-Live support and post-implementation assistance

3. Mobile JMS Deployment

3.1 Mobile Configuration & Setup

- Configure Mobile JMS access based on Humboldt County Sheriff's Office JMS Server.
- Validate secure connectivity between handheld devices and the Beacon JMS environment.
- Configure security settings in accordance with CJIS requirements and county policies.
- Verify device readiness, including application installation, authentication, and access control.

3.2 Functional Testing

- Conduct testing of Mobile JMS functionality, including but not limited to:
 - Inmate lookup and status review
 - Housing, classification, and movement workflows
 - Incident, log, and activity entry (as applicable)
- Validate real-time synchronization with the primary JMS.
- Resolve configuration or workflow issues identified during testing.

4. Training

4.1 Training Plan Development

- Identify Mobile JMS user groups within the Humboldt County Sheriff's Office (e.g., detention officers, supervisors, administrators).
- Define training objectives, materials, and delivery format (on-site and/or remote).

4.2 End-User Training

- Conduct hands-on Mobile JMS training using Humboldt County operational scenarios.
- Train users on handheld device usage, Mobile JMS and best practices.

- Facilitate Q&A and knowledge reinforcement sessions.

4.3 Administrator & IT Training

- Train designated Humboldt County Sheriff's Office staff on Mobile JMS configuration, user access, and device management.
- Provide troubleshooting guidance and support escalation procedures.

4.4 Identification & Tag Encoding Training

- Train designated staff on the process of encoding wall tags and inmate identification cards using Beacon-supported hardware and Mobile JMS.
- Demonstrate proper use of encoding equipment, ID cards and tags (as applicable).
- Provide hands-on practice for encoding, testing, reissuing, and validating wall tags and ID cards.
- Train users on troubleshooting common encoding issues and confirming successful reads within Mobile JMS.

5. Go-Live

5.1 Pre-Go-Live Readiness

- Validate wireless connectivity to JMS Server.
- Confirm user access and permissions for Humboldt County Sheriff's Office staff.
- Conduct a final readiness review with project stakeholders.

5.2 Go-Live Deployment

- Execute the Mobile JMS Go-Live once training has been completed.
- Provide on-site and/or remote support during the initial rollout.
- Assist Humboldt County staff with real-time issue resolution during deployment.

5.3 Post-Go-Live Support

- Monitor system usage and performance.
- Provide help desk and implementation support for a defined stabilization period.
- Address configuration adjustments and provide follow-up guidance as needed.

6. Deliverables

- Identification and tag encoding training
- Mobile JMS Training
- Go-Live readiness checklist
- Post-Go-Live support in accordance with contract

7. Timeline

The deployment will follow this tentative schedule:

1. Contract Execution & Payment Received: Contract is signed and required funds are received.
2. Hardware Ordering & Delivery: Hardware will be ordered upon contract execution and receipt of funds. Timeline is dependent on vendor shipping and delivery.
3. Mobile Configuration & Testing: Begins after hardware is received; typically completed within 30 days of contract signing, subject to hardware delivery.
4. Training: Scheduled once hardware has been received; typically within 45–60 days of contract signing, subject to hardware delivery.
5. Go-Live: Within 5 business days following completed training.
6. Post-Go-Live Support: Begins the business day following Go-Live.

8. Roles and Responsibilities

Role	Responsibilities
Project Manager	Oversee deployment, coordination, and milestone completion
Mobile JMS Specialist	Configure Mobile JMS, support testing, and assist Go-Live
Training Coordinator	Develop and deliver Mobile JMS training
IT Support	Assist with device readiness, connectivity, and security
End Users	Participate in training and provide operational feedback

9. Acceptance Criteria

- Mobile JMS is successfully deployed and accessible on designated handheld devices.
- Users can perform assigned Mobile JMS functions without critical errors.
- Staff can successfully encode and validate wall tags and ID cards using Mobile JMS.
- Training sessions are completed with user acknowledgment.
- Go-Live is completed with minimal disruption to detention operations.

10. Conclusion

This SOW provides a structured and effective approach to deploying Beacon Mobile JMS handheld devices for the Humboldt County Sheriff's Office, ensuring secure mobile access, proper staff training, and operational readiness throughout implementation.

EXHIBIT B (See Beacon Document)
QUOTE for MOBILE BEACON JMS

Beacon Software Solutions, Inc.
 For Term of April 14, 2026 through April 14, 2029

COUNTY shall compensate CONTRACTOR for any and all services provided pursuant to the terms and conditions of this Agreement based on the following maximum rates of compensation:

	Beacon Software Solutions, Inc. 1515 E Silver Springs Blvd Ste 114 Ocala, FL. 34470 Phone: (352) 368-6735 www.beaconss.com	Quote #: 383
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Humboldt County Sheriff's Office CPT Duane Christian 826 4 th St Eureka, CA 95501	Phone: (707) 441-5105 Fax: Email: dchristian@co.humboldt.ca.us	Date: 11/14/2025 Rep.: Ken Horne
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Qty	Item(s)	Price	Total
24	Zebra TC22 Handheld Scanners	\$1,350.00	\$32,400.00
24	Mobile JMS Software	\$350.00	\$8,400.00
24	3 Year Warranty Comprehensive Coverage	\$342.00	\$8,208.00
24	Protective Boot SG-TC2L-BOOT-01	\$118.25	\$2,838.00
24	Power Cord CBL-TC5X-USBC2A-01	\$28.14	\$675.36
24	Power Plug PWR-WUA5V12W0US	\$42.51	\$1,020.24
24	Hand Strap SG-TC2L-HSTRP1-01	\$36.22	\$869.28
24	Extended Battery BTRY-TC2L-3XMAXX-01	\$156.88	\$3,765.12
60	Heavy Duty NFC Tags (for cell/facility checks)	\$2.15	\$129.00
0	Zebra ID Card Printer C300	\$3,620.00	\$.00
0	Zebra Color Ribbon	\$68.00	\$.00
0	ID Cards NFC NTAG213	\$.58	\$.00
0	Plastic Badge Clips (100 per package)	\$22.48	\$.00
500	Wristband Inlet NFC Tags	\$1.46	\$730.00
0	Server Software	\$2,500.00	\$.00
1	On-Site Setup per day	\$1,240.00	\$1,240.00
4	On-Site Training per day	\$850.00	\$3,400.00
1	Project Management	\$5,995.00	\$5,995.00
0	JMS Interface Implementation (No Fee for Beacon JMS)	\$8,500.00	\$.00
0	(Optional) Wireless Access Points	\$329.00	\$.00
0	First Year Maintenance and support included	\$.00	\$.00
0	2026 Annual Maintenance for Year 2	\$15,327.40	\$.00
0	2027 Annual Maintenance for Year 3	\$15,787.22	\$.00
Sub Total			\$69,670.00
Annual Maintenance Year 2			\$15,327.40
Annual Maintenance Year 3			\$15,787.22
TOTAL			\$100,784.62

EXHIBIT C
SAMPLE INVOICE FORM
 Beacon Software Solutions, Inc.
 For Term of April 14, 2026 through April 14, 2029

(Place on agency letter head)

 BEACON SOFTWARE SOLUTIONS "Serving those who protect and serve us" 1515 E. Silver Springs Blvd. Suite 114 Ocala, FL 34470 kfloyd@beaconss.com	INVOICE EXHIBIT C SAMPLE INVOICE FOR BEACON MOBILE JMS FOR FIRST YEAR
TO Humboldt County Sheriff's Office Attn: Sheriff Business Office 826 4th Street Eureka, CA 95501	

INVOICE #	DATE	PO/CONTRACT #	APPLICATION	PAYMENT TERMS	DUE DATE
—	01/1/2026		Beacon Mobile JMS -	Net 30	01/1/2026

QTY	DESCRIPTION	RATE	AMOUNT
Per Quote #383	Mobile JMS: Zebra handheld scanners, Mobile JMS software, warranty, protective boots, power cords/plugs, hand straps, extended batteries, NFC tags, wristband inlet NFC tags, on-site set-up, training, project management fee, first year maintenance/support (as per Quote #383)	\$69,670.00	\$69,670.00
SUBTOTAL			\$69,670.00
SALES TAX			\$0.00
TOTAL			\$69,670.00

EXHIBIT D

Annual Product Maintenance and Support Agreement for Beacon Software Solutions, Inc. Clients

This Annual Product Maintenance and Support Agreement ("Agreement") is entered into by and between **Beacon Software Solutions, Inc.**, a corporation formed under the laws of Florida, having its principal place of business at 1515 E. Silver Springs Blvd., Suite 114, Ocala, Florida 34470 ("Beacon") and **Humboldt County, CA**, with its principal place of business located at 826 4th Street, Eureka, CA 95501 ("County"), for Beacon Developed Software, specifically limited to the on-premise Mobile Handheld Beacon Jail Management System Scanners and Services (Mobile Beacon JMS).

RECITALS

Whereas the County and Beacon desire to enter into this Agreement to set forth their understanding relating to the annual maintenance and support services of the Mobile Beacon JMS, which also includes handheld scanners with applicable software.

NOW, THEREFORE, in accordance with the mutual terms, conditions, requirements, and obligations set forth in this Agreement, Beacon and County agree as follows:

The following Exhibits are incorporated into this Agreement:

- Exhibit A: System Service Plan
- Exhibit B: End User License Agreement ("EULA")

1. DEFINITIONS

- 1.1 Agreement – this document and all Exhibits incorporated by reference and any subsequent amendments or addendums made in accordance with provisions hereof.
- 1.2 Annual Maintenance and Support Services Fee – the annual fee payable by County to Beacon for the support services provided by Beacon under Section 3.0 and Exhibit A of this Agreement.

- 1.3 Beacon – Beacon Software Solutions, Inc., incorporated in the State of Florida, with offices located in Ocala, Florida, U.S.A.
- 1.4 Beaconss.com - Beacon's suite of on-line services and information describing products at <https://www.beaconss.com>.
- 1.5 Beacon Developed Software – refers to original works, controls, components, and software developed by Beacon including derivative works and specialized code. It includes commercial modular software applications, interfaces, and custom configurations licensed to the County, as well as stored procedures and documentation that accompanies the Beacon Developed Software. Furthermore, it is the machine-readable (object code) version of the computer programs made available by Beacon, including any copies of bug fixes for, updates to, or upgrades thereof. The Software does not include any computer programs of any third party.
- 1.6 Beacon JMS – A functioning, commercially available “off the shelf” Jail Management System that utilizes pre-existing Configurations, reports and/or Add-On Modules operating within Beacon Developed Software. All Beacon JMS Configurations and reports are Beacon Intellectual Property. This system features an additional Mobile Beacon JMS that incorporates use of handheld scanners, available for purchase by County.
- 1.7 Beacon JMS Project Fee – the amount upon which the Annual Maintenance and Support Services Fee is based. It is the sum of all fees paid in the first year for Beacon Software and Modules whether all are in use or not, site license(s), interfaces, data conversion, Configurations, installation, training, implementation costs, equipment purchased on behalf of County, and any integrations.
- 1.8 Business Day – a calendar day of twenty-four hours, excluding weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.
- 1.9 Configuration – all work to configure data definitions and/or process definitions to reflect workflow, security, and data requirements of the County, together with the resulting set of configured Beacon business rules and processes.
- 1.10 Defect – a program error that may cause Beacon Developed Software to crash or materially impair the function of the program, or program algorithms or logic that produce erroneous results. Defects pertain to the intended operation of Beacon Developed

Software as delivered to County but do not apply to subsequent errors brought about by Infrastructure changes made by County or any Third Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. Defects do not pertain to issues resulting from Third-Party Software interfaced to Beacon Developed Software unless the Third-Party Software is supplied by Beacon, or problems arising from Beacon Developed Software Configurations not developed by Beacon.

- 1.11 Documentation – user technical manuals, training materials, software descriptions and specifications, license agreements, supporting materials and other information relating to Beacon Developed Software or Services offered by Beacon, whether distributed in print, electronic, CD-ROM or video format.
- 1.12 Feature Request – any work requested by County to alter existing Beacon Developed Software features or functions, or to add any new features or functions to Beacon Developed Software.
- 1.13 Go-Live – the date that Beacon Developed Software is first used in production at County for business purposes.
- 1.14 Infrastructure – the physical wiring, network, hardware, and software necessary to deploy and operate Beacon Developed Software at County. Infrastructure also includes any workstation/laptop hardware and software, web or application servers, wireless service providers, and any other peripheral hardware or software used by Beacon Developed Software, including Third-Party Software.
- 1.15 Intellectual Property – property that derives from the work of the mind or intellect, specifically an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application right, or registration. Intellectual property includes: a) Beacon-developed pre-existing software or pre-existing software Configurations, including reports, of Beacon; b) Beacon methodologies, processes, tools, and general knowledge of the matters under consideration; c) any pre-existing material provided by Beacon under separate license; and d) any modification or customization to the Beacon Developed Software related to County request or contract deliverable.
- 1.16 Module – a functional subset of Beacon Developed Software.
- 1.17 Production Database – a single, named Microsoft SQL Server database used in production for Beacon Developed Software at County site.

1.18 Release – any version or maintenance release to Beacon Developed Software issued by Beacon.

1.19 Services – any maintenance, technical support, or any other service performed by or to be performed by Beacon, provided that “Services” do not include those services for which Beacon requires a separate Statement of Work to be executed by the parties.

1.20 Site-Specific Configuration – any software deliverables, including but not limited to Configuration, reports, interfaces, data conversion scripts, and custom code, developed solely for County.

1.21 Statement of Work (SOW) also known as Scope of Services – a document that describes implementation services, software products, and other deliverables to be provided by Beacon to County.

1.22 Third-Party – a person, corporation, organization, or entity other than County or Beacon.

1.23 Third-Party Software – any identifiable product embedded in and/or linked to Beacon Developed Software at County site, but to which proprietary rights belong to an independent Third-Party.

2.0 TERM OF AGREEMENT

2.1 This Agreement will remain in effect for a period of three (3) years beginning April ____, 2026 and ending April 12, 2029. Thereafter, it will be renewed annually along with renewal of the maintenance and support term of the primary Beacon JMS upon payment by the County of the Annual Maintenance and Support Services Fee unless modified or terminated under the terms of this Agreement.

2.2 The County may elect to terminate support services described in this Agreement at any time by providing thirty (30) calendar days advance written notice to Beacon. In this event, if the County seeks to reactivate annual support services at a future date past the end of the terminated former maintenance and support period, a new annual support services year will begin, and a newly calculated full Annual Maintenance and Support Services Fee will be payable before the services are reactivated.

3.0 BEACON SUPPORT SERVICES

3.1 Beacon agrees to provide support and maintenance services related to Beacon Developed Software in a workmanlike, professional manner. Provided that this Agreement is in effect and County has paid its Annual Maintenance and Support Services Fee, Beacon will provide software support Services, described in the attached Exhibit A Beacon JMS Service Plan, to the County.

3.2 For the Annual Maintenance and Support Services Fee, Beacon will provide unlimited technical support for County's designated support personnel described in Section 3 of this Agreement. Standard Maintenance and Support Services pertain to licensed Beacon Developed Software and are summarized in Exhibit A to this Agreement.

3.3 When County submits a support request through support@beaconss.com, the Beacon customer service portal, or calls 1-800-426-7197 or 352-368-6735 during normal Beacon business hours for support, pursuant to Section 3.6 of this Agreement, Beacon will determine a target resolution time upon initial triage, investigation, and issue replication. Beacon's technical support staff will respond to a support ticket or request within timeframes established in the table below. Response times are measured from the time County submits a support request or ticket by correct method. Beacon will address and escalate support requests according to the following criteria:

Severity	Definition	Response Time	Targeted Resolution Time	Response Process
Critical	*County site is down *Major impact to operations of County site	Critical issues are to be called in. <30 min	Dependent on severity of problem identified as a Beacon supportable issue by direct <u>phone call</u> Target: Same Day to provide fix or identify a work-around	*Immediate and ongoing effort, with continuous reporting to County until a fix or work-around has been provided; a work-around is an accepted solution pending full resolution

High Urgent	*Major impairment of at least one important function at County site *Operations at County site are impacted *All important County functions are working but with extra work	Urgent issues are to be called in. < 30 min	Dependent on severity of problem identified as a Beacon supportable issue by direct <u>phone call</u> Target: Same Day to provide fix or identify a work-around	*High priority work to provide fix or work-around; a work-around is an accepted solution pending full resolution
Medium NOT Critical or Urgent	*County operations not significantly impacted *One or more minor County functions not working *Major usability irritation issues impacting many staff at County site	4 hours or less	Dependent on problem identified as a Beacon supportable issue by direct phone call, customer service portal, <u>or</u> help desk email Target: Within 5 Business Days to provide fix or identify a work-around	*Medium priority work to provide fix or work-around, according to schedule set by County and Beacon; a work-around is an accepted solution pending full resolution
Low Minor usability irritations	*Minor usability issues that impact many staff	<2 business days	Target: Within 10 Business Days to provide fix or identify a work-around	*Low priority work to provide fix

3.4 The Annual Maintenance and Support Services Fee does not include technical support for Third-Party Software not embedded within Beacon Developed Software, such as operating system software and Microsoft Office products. Technical support for Beacon JMS-related hardware that may be used by the County, other than the mugshot camera(s), is NOT included as Third-Party hardware, and the County is responsible for those components of the system. For mugshot camera(s), Beacon will assist the County in trouble-shooting functionality issues once the County's warranty for the camera(s) is no longer in effect.

3.5 Beacon's consulting hourly rate of \$250.00 (U.S. Dollars) will not be charged to the County until Beacon demonstrates to County that the source of the problem is not related to Beacon Developed Software, and County has requested Beacon's assistance via consultation for a non-Beacon issue. In this case, a minimum of two hours will be charged for each consultation request on a single issue.

3.6 Beacon will provide support services for Critical and High severity support issues twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five (365) days per year, while all other support issues will be serviced according to standard support hours.

Support@beaconss.com, the Beacon customer service portal, and toll-free number 1-800-426-7197 is available 24 X 7 for submitting County support requests. Phone communication is strongly recommended for Critical and High issues. The Beacon help desk for standard support will be staffed from 8:00 a.m. – 8:00 p.m. (Eastern Time), Monday through Friday. Telephone support and email communications will be delivered in understandable English.

3.7 Beacon will provide notice of all new Beacon Developed Software Releases to County and will provide new Releases to County. A new Release may include release notes, updated documentation and/or online assistance, and new or enhanced reporting capabilities. Beacon shall retain full ownership rights to any Beacon Developed Software Release provided to County.

3.8 Beacon Developed Software product warranty work and support will be conducted and deployed from Beacon offices. Travel and living expenses to provide on-site services determined solely by Beacon as required to repair a Beacon Developed Software Defect will not be charged to the County. Requested additional on-site training by County during any maintenance and support period must be coordinated with Beacon and will incur additional costs, for which a quote will be furnished to County.

3.9 County may request Beacon to add new features or functions to Beacon Developed Software and provide such features or functions for use by County. Beacon reserves the right of final approval for all Feature Requests. Beacon shall retain ownership of Intellectual Property associated with Features developed by Beacon and provided for use by County.

3.10 Beacon shall provide update and upgrade Releases to the Beacon JMS Software, as available, during the term of an existing and paid maintenance and support agreement. A renewal Maintenance and Support Agreement will be provided to the County prior to the start of the renewal period if Beacon and County mutually agree to renew this Agreement. Any timely new Feature Request(s), that are mutually agreed upon, will be provided at no cost; a priority will be set on the development of the feature(s) and logged into the Beacon software tracking system. If a feature is not mutually agreed upon, immediate action is required by the County, or if County does not timely request a non-immediate feature within the first thirty (30) days of the prescheduled Release development work cycle, County will be charged for Beacon-approved requested work, starting at \$380.00 per hour (U.S. Dollars) for a minimum of two (2)-hours. Beacon may, in its discretion, offer a discounted price for the work requested. An estimate will be provided to County prior to beginning work.

3.11 For Beacon Developed Software that is upgraded, modified, including interim updates, block releases, patches or fixes of major or minor bugs, Beacon shall provide online-phone support for upgrades, updates, changes, or fixes to the County.

4.0 COUNTY OBLIGATIONS AND RESPONSIBILITIES

4.1 County shall ensure that any laptop, desktop computer, or other device on which the Beacon JMS Software is installed has operable internet connectivity.

4.2 County shall ensure Beacon has access to County's training system while conducting training of County's designated personnel.

4.3 County shall provide any laptop or desktop computers needed, as determined by Beacon, for any agreed training of County's designated personnel during an active maintenance support agreement period.

4.4 County shall provide Beacon with any VPN solution and credentials required to reach County's network for the purpose of installing, training, troubleshooting, production, test and development, or updating the Beacon JMS. VPN access shall be available to Beacon at the time of initial Beacon JMS installation at County site and continue through any maintenance and support period. If remote access is required by Beacon to the County's system, Beacon shall follow all County policies regarding secure remote access.

4.5 County shall provide proper security accounts for Beacon staff, scheduled tasks, and Windows Services, along with availability of knowledgeable IT department or correctional facility personnel after-hours and on holidays and weekends to grant Beacon access to the Beacon JMS server or individual client workstations by Beacon personnel.

- 4.6 County shall provide an industry standard Third-Party remote technology tool for Beacon to assist users of the software with support issues if County does not already have such tool in place.
- 4.7 County is responsible for maintaining database backups for the Beacon JMS. Beacon will set up full database backups on the County-owned Beacon JMS server, to be automatically completed every 12 hours; additionally, Beacon will set up transactional database backups on the County-owned Beacon JMS server to be automatically completed every 3 hours. Once Beacon has designated the database backups' location on the server and notified the County-designated Information Technology (IT) department point of contact of such location, County shall move the database backups from the server to another location in accordance with County IT department backup policies. Beacon shall not be liable for any lost, damaged, or theft of data.
- 4.8 County IT department shall provide at least a seven (7)-day notice to both Beacon and County of planned server downtime.
- 4.9 Neither Beacon nor County shall schedule or assume any phone or online meetings with the other without mutual approval of date and time. To optimize time management, unaccepted or unapproved scheduled meetings will be unattended by Beacon.
- 4.10 County shall direct all support inquiries to support@beaconss.com, the Beacon customer service portal, or 1-800-426-7197 or 352-368-6735. Responses to emails or calls directed to any other Beacon contact email or phone are not guaranteed.
- 4.11 County shall pay Beacon a consulting fee of \$250.00 per hour (U.S. Dollars), minimum of two (2) hours, for County IT issues that affect the Beacon JMS functionality.
- 4.12 Needed interface work that is discovered during a maintenance and support period shall be charged to County at an hourly rate of \$380.00 (U.S. Dollars) for a two (2)-hour minimum. A quote shall be provided to County for approval prior to Beacon beginning work. Additional custom reports may also be requested and are subject to additional charge.
- 4.13 If add-on handheld Mobile Beacon JMS devices and peripheral equipment are implemented after the Beacon JMS initial project Go-Live, County shall be responsible for installation, implementation, and travel costs, and living expenses of Beacon staff for a second trip. Later add-on of additional handheld JMS devices and peripheral equipment are subject to additional Annual Maintenance and Support Services Fees.
- 4.14 County is responsible for installing, testing, and supporting its Infrastructure and for ensuring a stable operating environment documented as compatible with Beacon Developed Software. County is responsible for ensuring it has contracted maintenance and support with applicable Third-Party hardware and software vendors, as well as managing its own networks and implementing its own security policies and procedures.

4.15 County is responsible for providing first-line Beacon JMS support to County staff. First-line Beacon JMS support is responsible for identifying and researching issues and evaluating if they are the result of a Beacon Developed Software Defect. County will identify County staff who are designated to submit Beacon JMS support requests directly to Beacon that are outside of County assessment expertise.

4.16 County shall be responsible for designating staff to be available for testing new Beacon JMS Releases at County's hosted site, for communicating Beacon JMS changes to County staff and users, and for providing internal training and support to County staff and internet users.

4.17 County shall be responsible for on-site operational support of the Beacon JMS database server(s) and for providing Beacon JMS database administration. Tasks include, but are not limited to, performing Beacon JMS system backups, system restarts, and providing on-site troubleshooting assistance for Beacon staff.

4.18 County shall be responsible to procure and provide both the necessary hardware and valid, appropriately licensed copies of the Windows Server Operating System, or any other Third-Party Software, and Microsoft SQL Server. These licenses shall be compatible with the designated server environment, whether deployed on a physical server or virtual machine (VM), and must comply with all applicable legal and regulatory requirements. County is also responsible to ensure that non-Beacon provided software and hardware maintenance and support are contracted with the respective Third-Party vendors, and access to Third-Party support shall be extended to Beacon personnel to assist in diagnosis and repair of County's full Beacon JMS implementation, if required.

4.19 County and Beacon acknowledge that future Releases of Beacon JMS software may require different or additional equipment or software to function properly. Upon notice of this requirement, County shall be responsible to fund, acquire, install, and maintain such different or additional equipment and/or software.

5.0 SERVICE AND SUPPORT FEES AND PAYMENT

5.1 The Annual Maintenance and Support Services Fee is 22% of the full Mobile Beacon JMS Project Fee paid for the first year by County. The Annual Maintenance and Support Services Fee of \$15,327.40 (U.S. Dollars) for the Mobile Beacon JMS will increase three percent (3%) annually starting Year 3 for the duration of this Agreement. The next Annual Maintenance and Support Services Fee is due and payable by County in approximately April, 2027. If Beacon and County mutually agree, the County will be provided a renewal to this Agreement prior to the expiration of the third year on April 14, 2029 for an additional two (2) years.

5.2 Maintenance and support service fees are payable for each maintenance and support year. Beacon will invoice County approximately one month prior to the expiration of the existing maintenance and support year and County shall pay Beacon in advance for the next Annual

Maintenance and Support Services Fee. All fees referred to in this Agreement exclude any applicable federal, state, local, or sales taxes. County agrees to pay the fee to Beacon within thirty (30) calendar days of receipt of invoice.

5.3 If any Annual Maintenance and Support Services Fee is not received by Beacon by the due date described on the invoice, Beacon shall cease support of the Mobile Beacon JMS effective no earlier than thirty (30) calendar days after the maintenance and support fee is due. In lieu of ceasing support of the Mobile Beacon JMS, Beacon may, in its discretion, agree to provide maintenance and support for payment at an hourly rate of \$250.00 (U.S. Dollars), minimum of two (2) hours, by County until the annual support payment is received.

6.0 LIMITED WARRANTY

6.1 Services provided shall be performed in a workmanlike manner consistent with industry standards. Software will be provided in an operable, fully functional condition. County must notify Beacon promptly of any claimed breach of this warranty up to one year from Go-Live. The County's sole and exclusive remedy for breach of this warranty shall be re-performance of the Services.

6.2 All Beacon Developed Software Releases delivered to County shall have a one (1)-year warranty from the general availability of Release. The warranty on all Beacon-developed Site-Specific Configurations is up to one (1) year after the County has issued written acceptance of the work.

6.3 Beacon will repair Beacon Developed Software Defects reported by County at no additional cost while this Agreement is in effect. Beacon will make all reasonable efforts to correct Defects quickly. County may be required to upgrade to the current Release of Beacon Developed Software to receive Defect repair.

6.4 Beacon does not warranty any Site-Specific Configuration after reliability testing has been signed off, or custom code not developed by Beacon, or developed by Beacon but altered by County or any other Third-Party.

6.5 The limited warranties referenced in this Section do not apply if the Beacon Developed Software has been (a) altered, except by Beacon, (b) has not been installed, operated, repaired, used, or maintained in accordance with instructions made available by Beacon, or (c) has been subjected to abnormal or unusual physical or electrical stress or environmental conditions, misused, or negligently handled or operated.

7.0 PROPRIETARY RIGHTS AND SOFTWARE LICENSING

7.1 Subject to the terms contained in Exhibit B, End User License Agreement, Beacon grants to County a non-exclusive, nontransferable license to use the Beacon Developed Software and Documentation for County's internal access and use during the term of this Agreement, solely as permitted by this Agreement, the End User License Agreement ("EULA"), and Section 7.0 (Proprietary Rights and Software Licensing) of this Agreement. Any resale or other provision of Beacon Developed Software or Documentation to any person or other entity is expressly prohibited. The County shall not cause or permit any change to be made to Beacon Developed Software without Beacon's prior written consent. The County or any other third party shall not alter, reverse engineer, decompile, or disassemble the licensed software. Beacon may, in its sole discretion, terminate the Beacon Developed Software license for failure to comply with the terms and conditions of the license.

7.2 County shall not install any copy of Beacon Developed Software at any other facility or organization or for any other entity or person without prior written permission by Beacon, and such installation is subject to an additional license fee. Installation without permission will result in immediate disabling of the additional copy or copies and payment by County of an additional license fee(s) if approved by Beacon for reinstallation.

8.0 CONFIDENTIAL INFORMATION

8.1 "Confidential Information" to be disclosed by a party under this Agreement is any information regarding that party's network operations and technical plans and marketing and financial data, and "Confidential Information" to be disclosed by Beacon under this Agreement is information regarding Provider's Software and Services, technical, financial, and marketing data, information relating to future Software and Service development, information posted on Beaconss.com, and all Documentation, and all information provided by County to Beacon established as confidential under State or Federal law.

8.2 The Receiving Party, County, or Beacon may use the Confidential Information solely for the purpose of furtherance of the business relationship between the parties, as provided in this Agreement and shall not disclose the Confidential Information to any third party, other than to employees of the receiving party who have a need to have access to and knowledge of Confidential Information, solely for the purpose authorized above, except as permitted or required by State or Federal law. Notwithstanding the foregoing, when Beacon is the receiving party, it may disclose Confidential Information to any employee of Beacon who has a need to have access to or knowledge of the Confidential Information. Confidential Information disclosed to the Receiving Party by any Affiliate or agent of the Disclosing Party is subject to this Agreement.

8.3 The Receiving Party shall have no obligation with respect to information that (a) was rightfully in possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (b) is, or subsequently becomes legally and publicly available without breach of this Agreement; (c) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (d) is developed by or for the Receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence; or (e) is disclosed by the Receiving Party pursuant to and in accordance with a valid order issued by a court or government agency. Upon written demand by the Disclosing Party, the Receiving Party shall: (a) cease using the Confidential Information, (b) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) calendar days of receipt of demand, and (c) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

8.4 Each party shall retain all rights, title, and interest to such party's Confidential Information. No license to any intellectual property (or application for intellectual property protection) is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not alter, reverse-engineer, decompile, or disassemble any Software disclosed to it and shall not remove, overprint, or deface any notice of copyright or confidentiality, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party or from any copies the Disclosing Party is authorized to make.

8.5 Unless required by law, neither County or Beacon shall disclose, advertise, or publish either the existence, the subject matter, any discussions relating to, or any of the terms and conditions, of this Agreement (or any summary of the foregoing) to any third party without the prior written consent of the other party, or as provided by applicable law. Beacon reserves the right to post only the full name of County on Beaconss.com in acknowledgement of the business relationship between the parties. Any press release, publication, advertisement, or public disclosure regarding this Agreement is subject to prior review and written approval of both Beacon and County, or as provided by applicable law.

9.0 TERMINATION

9.1 Beacon may terminate this Agreement if County fails to make required payments, County fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement. In these events, Beacon will provide written notice to County and provide a minimum of thirty (30) calendar days for County to correct the default. If not corrected, Beacon may terminate this Agreement in its sole discretion. A violation by County of software licensing requirements may result in immediate termination of the software license.

9.2 County may terminate this Agreement if Beacon fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement. In these events, County will provide written notice to Beacon and provide a minimum of thirty (30) calendar days for Beacon to correct the default. If not corrected, County may terminate this Agreement in its sole discretion.

10.0 LIMITATION AND EXCLUSION OF LIABILITY

10.1 Nothing in this Agreement limits or excludes the liability of:

- (a) Either party to the other for:
 - (i) personal injury or death resulting directly from the negligence of the other party;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) a breach of Section Confidential Information; orany liability that cannot be limited or excluded under applicable law
- (b) County to Beacon arising out of:
 - (i) County breach of Section Proprietary Rights and Software Licensing;
 - (ii) Breach of the End User License Agreement in Exhibit B (EULA); or
 - (iii) any amounts due to Beacon under this Agreement

10.2 Subject to Sections 10.1 above and 10.3 below, each party's total aggregate liability is limited to two (2) times the money paid to Beacon for this three (3)-year Agreement.

10.3 Subject to Section 10.1 above, and notwithstanding anything else in this Agreement to the contrary, neither party shall be liable for any:

- (a) loss of any of the following: profits, revenue, business, anticipated savings, use of any product, software, or service, opportunity, goodwill or reputation;
- (b) lost, damaged, or theft of data; or
- (c) wasted expenditure (other than any expenditure necessarily incurred to discharge the innocent party's duty or to mitigate its losses).

10.4 References in this Section 10.0 to (a) a **"party"** includes a party's affiliates, officers, directors, employees, agents and suppliers and (b) **"liability"** includes liability arising from contract, tort (including negligence), strict liability or otherwise, in each case even if a party has been informed of the possibility of that liability. In Section 10.3, references to **"loss"** refers to any and all kinds of loss or damage including, without limitation, any damages, fines, costs,

charges, fees or other liability.

10.5 Beacon agrees to defend, indemnify, and hold County and its officers, directors, agents, affiliates, and employees harmless from and against any and all claims, forfeitures, fines, penalties, expenses, losses, damages, interests, lawsuits, or other liabilities (each and together shall be referred to as "Claims"), including without limitation, reasonable attorney's fees and court costs, relating to or arising out of (a) Beacon's gross negligence, reckless or willful misconduct in the operation of its business, (b) the breach of any of its obligations, representations and warranties under this Agreement; and (c) a Claim by a third party to the extent directly or indirectly arising from use of the services provided by Beacon under this Agreement. Further, Beacon agrees to defend, indemnify, and hold County and its officers, directors, agents, affiliates, and employees harmless from and against any and all claims, forfeitures, fines, penalties, expenses, losses, damages, interests, lawsuits or other liabilities (including without limitation reasonable attorney's fees and court costs) relating to or arising out of Beacon's infringement of a third party's copyright, trademark, trade secret, patent, or other intellectual property arising from the use or sale of the software.

11.0 DISPUTE RESOLUTION

11.1 Beacon shall cooperate with the County to ensure that all controversies and disputes that arise during Beacon's performance of Services under this Agreement and which may affect the quality of such Services will be resolved as timely as possible in accordance with the following procedure:

11.2 Any dispute between County and Beacon arising prior to completion of Beacon's Services or the earlier termination of this Agreement shall be resolved, if possible, by the respective Project Managers or their designee(s) for County and Beacon.

11.3 If the respective Project Managers or their designees are unable to resolve any dispute within five (5) business days after written notice of dispute is given by either party to the other, the issue shall be submitted to the designated County contact for County and the President or CEO for Beacon for resolution, if possible.

11.4 Should a dispute arise between the County and Beacon concerning this Agreement that is not resolved by mutual agreement above, such dispute shall be submitted to mandatory mediation prior to any party's commencing litigation. In this event, the parties agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement, each party shall select a temporary mediator who will jointly select a permanent mediator to aid resolution of the dispute. All costs of mediation shall be borne equally by the parties.

11.5 Should an equitable solution not result from the foregoing procedures, either County or Beacon may pursue other remedies permitted by this Agreement.

11.6 Beacon shall proceed with the performance of Services or delivery of products without interruption or delay during the pendency of any of the foregoing procedures unless otherwise instructed by County. During the pendency of any of the foregoing procedures, County shall continue to make all payments that are not in dispute, in accordance with this Agreement.

12.0 MISCELLANEOUS

12.1 Notices and communications that either party is required to give to the other shall be delivered to:

For Beacon:

Beacon Software Solutions, Inc.
1515 E. Silver Springs Blvd., Ste 114
Ocala, FL 34470
Att'n: Hal Floyd, CEO

For County:

Humboldt County Sheriff's Office
Att'n: CPT D. Christian
826 4th Street
Eureka, CA 95501

12.2 The Agreement between County and Beacon shall be governed by the laws of California. Dispute of the terms of this Agreement shall be first addressed by good faith negotiations pursuant to Section 11 of this Agreement by County and Beacon prior to resorting to an alternative dispute resolution method, including litigation.

12.3 The waiver by County or Beacon of any right provided under this Agreement shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.

12.4 Neither party is authorized to assign, transfer, subcontract, or delegate all or any part of this Agreement, or any interest therein, without the other party's written consent, which shall not be unreasonably withheld, except that (a) either party may assign to any corporate affiliate pursuant to any merger, acquisition, consolidation or other reorganization, without the other party's consent but upon written notice to the other party, (b) in the event that County's business needs change or the County enters into an agreement with a provider for outsourcing services, Beacon agrees that the County shall have the right to assign this Agreement to a successor of all, substantially all, or specified area(s) of the County's business, including an outsourcing provider, provided such outsourcing provider operates the Beacon Developed Software licensed hereunder expressly and solely for the County's benefit, upon written notice to the other party; and (c) Beacon may not, without County's written consent but upon prior written notice to County, assign its right to payment under this Agreement or grant a security interest in such

payment to any third party without requiring that the third party be liable for the obligations of Beacon under this Agreement.

12.5 Beacon, throughout the duration of this agreement and any extensions, shall comply with all federal, California state and local laws, regulations, and ordinances applicable to this agreement or to Beacon's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.

12.6 Except for the obligation to pay monies due and owing, neither Beacon or County shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including, without limitation, acts of God, earthquakes, labor disputes, industry-wide shortages of supplies or equipment, network outages, actions of governmental entities, riots, war, terrorism, fire, epidemics, pandemics, network outages, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting party shall be extended for a period equal to the period during which such event prevented such party's performance.

12.7 In the event that part of or one or more terms of this Agreement become or are declared to be illegal or otherwise unenforceable by a court of competent jurisdiction, each such part or term shall be invalid and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph is invoked and, as a result, the value of this Agreement is materially impaired for Beacon or County, as determined by such party in its sole discretion, the affected party may terminate this Agreement by written notice with immediate effect to the other.

12.8 This Agreement may be amended to the extent permitted by applicable statutes and administrative rules. No waiver, consent, or amendment of the terms of this Agreement shall bind either party unless in writing and signed by County and Beacon, and all necessary approvals have been obtained.

12.9 All notices required or permitted under this Agreement will be in writing and will be deemed given one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth in this Agreement, or such other address as may be designated by a party by giving written notice to the other parties pursuant to this paragraph, or, in the absence of such an address from a party to the address to which the last invoice under this Agreement was sent before notice is served. Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be made by posting on Beaconss.com or by email.

12.10 No person or entity who is not a party to this Agreement shall be entitled to enforce or take the benefit of any of its terms without compliance of the parties with conditions set forth in subsection 12.4 of this Agreement.

12.11 The following sections shall survive the expiration or earlier termination of this Agreement: 5.0 (Service and Support Fees and Payment); 6.0 (Limited Warranty); 7.0 (Proprietary Rights and Software Licensing), 8.0 (Confidential Information), 9.0 (Termination), 10.0 (Limitation and Exclusion of Liability), 11.0 (Dispute Resolution); 12.0 (Miscellaneous), and the license to use the Software set out in Exhibit B (End User License Agreement) subject to the termination provisions set forth in Section 9.0 (Termination) of this Agreement.

12.12 Subject to Section 10.5, in the event of litigation to collect unpaid invoices due under this Agreement, the prevailing party is entitled to reasonable attorney's fees.

12.13 This Agreement constitutes the entire agreement between Beacon and County concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, that are not specified herein (except where implied by law and exclusion is prohibited). Signature by County to this Agreement acknowledges receipt of all included Exhibits. This Agreement may be modified only by a written document executed by Beacon and County hereto.

13.0 INSURANCE

INSURANCE REQUIREMENTS:

This Agreement shall not be executed by County, and Beacon is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

A. General Insurance Requirements. Without limiting Beacon's indemnification obligations set forth herein, Beacon, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of Beacon or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per

occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against County and its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which Beacon may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. Beacon shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that County, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, Beacon. The coverage shall contain no special limitations on the scope of protection afforded to County or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to County.
 - d. Does not contain a pro-rata, excess only and/or escape clause.

- e. Contains a cross liability, severability of interest or separation of insureds clause.
 - 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to County in accordance with the notice requirements set forth herein. It is further understood that Beacon shall not terminate such coverage until County receives adequate proof that equal or better insurance has been secured.
 - 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 - 4. For claims related to this Agreement, Beacon's insurance is the primary coverage to County, and any insurance or self-insurance programs maintained thereby are excess to Beacon's insurance and will not be used to contribute therewith.
 - 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to County or its agents, officers, officials, employees and volunteers.
 - 6. Beacon shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, County. If Beacon does not keep all required policies in full force and effect, County may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to County under this Agreement.
 - 7. County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and County shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Beacon Software Solutions, Inc.
Attention: Hal Floyd, CEO
1515 E. Silver Springs Blvd., Ste 114
Ocala, FL 34470
hfloyd@beaconss.com

Signatures

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

(Printed Name of Client or Agent)

Harold G Floyd II
Harold G. "Hal" Floyd II, CEO (Printed)
Beacon Software Solutions, Inc.

(Signature of Client or Agent) (Date)

 3/31/26
(Signature of Provider) (Date)

EXHIBIT A

BEACON JMS SERVICE PLAN

Standard support services cover all Beacon Developed Software. The standard plan does not cover computer hardware, operating systems, email systems, network operating systems, or other computer or network components whether or not they were provided by Beacon. Beacon does assist the County in troubleshooting and replacing handheld scanner equipment for Mobile Beacon JMS that is purchased through Beacon.

Standard Maintenance and Support Services

- Unlimited Telephone Based Support
- Unlimited use of email address support@beaconss.com, Beacon customer service portal, and toll-free number 1-800-426-7197. These methods are the preferred support medium and preferred contact point with Beacon to report software issues and make requests for training guides, interfaces, feature work, custom reports, and consulting requests.
- Remote Access Support – requires a high-speed link from the Beacon Support Center in Florida to the customer site. This is usually accomplished via the customer's VPN or other secure remote access resource, or Beacon can provide a solution for Remote Access Support with County's consent. These connections allow users to connect with Beacon support personnel to diagnose or fix problems.
- On-site Support – On-site support is limited to failures that render the Beacon JMS or Mobile Beacon JMS inoperable or significantly degrade system performance. Support includes diagnostic services to determine cause of failure and remedial repair of Beacon Developed Software-related issues. Beacon will work closely with agency staff or assist in coordinating repair efforts involved in hardware or communication failure. This method of support is solely determined and approved by Beacon. Response time depends on distance, severity of issue(s), and other factors and is coordinated with the agency's project manager.

- General systems consulting, including system evaluation, recommendations on upgrades, or troubleshooting County IT issues that affect Beacon JMS functionality.
- Services include periodic on-site visits to check system health, collaborate on training needs, offering streamlined training "tune ups" for new agency trainers, gather information and provide status on outstanding feature requests. Frequency and duration of visits is at the discretion of Beacon. Periodic visits by Beacon do not eliminate the need for County to reach out to Beacon for support requests and reporting of issues 24/7/365.
- Software Updates – all updates or Releases, mandatory and optional, are included in the standard maintenance and support services. Mandatory updates or Releases occur as the first update in each calendar year. All updates or Releases are normally provided remotely and do not involve on-site visits. Agencies have the option of accepting or rejecting optional upgrades or updates, however a Defect repair may require an agency to upgrade to the current software version.
- Interface development and custom reports by Beacon are subject to additional charge. Beacon is not responsible for charges imposed upon County by other involved vendors.

Exclusions

Beacon assumes no obligation to provide maintenance and support services relating to any Defect with the Beacon Developed Software that arise out of or result from:

- Software, or media on which provided, that is modified or damaged by County or third party.
- Any negligence, abuse, misapplication, alteration, or misuse of the software other than by Beacon personnel, including any County use of the software other than as specified in the Documentation or expressly authorized in writing by Beacon.
- County's failure to install Releases that Beacon has previously made available to County that Beacon reasonably believes will solve an issue or allow an issue to be resolved.
- The operation of, or access to, County's or a third party's system, materials, or network.
- Any relocation of the Beacon Developed Software other than by or with the aid of Beacon personnel.

- Any beta software, software that Beacon makes available for demonstration purposes, testing, temporary software modules, or software for which Beacon does not receive a fee.
- Any breach of or noncompliance with any provision of this Agreement by County or any of its representatives or any Force Majeure event described in subsection 12.6.
- Beacon assumes no responsibility for Third-Party software including operating systems, communication circuits, electronic mail systems, overall network performance, user profiles, and other network management functions.

System and Data Access

- As part of Standard Maintenance and Support Services, Beacon must be given access to County's systems and data. This access shall be in accordance with County's access policies and is for diagnostic, updates, assistance with backups, or data recovery purposes only. Access procedures are coordinated with and approved by each individual agency.

Non-Beacon Causes of Software Functionality Problems

For any issues that are traced to computer hardware, operating systems, or causes other than Beacon Developed Software, any on-site Services requested by County will be billable at the consulting fee rate plus direct travel expenses to and from County site.

All maintenance and support services fees are based on payment in advance at the beginning of each maintenance and support period.

Service Plan Procedure

Beacon maintains central support numbers that are monitored 24/7/365. Beacon also maintains a dedicated support email address and customer service portal. Beacon does not guarantee a response will be generated from individual Beacon staff emails or text messages for a support inquiry.

Each customer site must designate a primary service point of contact to receive official correspondence and act as a coordinator for timely follow up from County to Beacon for agency support requests when an affected user is unavailable for clarification or troubleshooting of issue.

Mailing Address: Beacon Software Solutions, Inc.
1515 E. Silver Springs Blvd., Suite 114
Ocala, FL 34470

Main Support Number: 1-800-426-7197

Corporate Number: 1-352-368-6735 (can also be used for critical/urgent support needs)

Web address: www.beaconss.com

Email address for Support: support@beaconss.com

EXHIBIT B
END USER LICENSE AGREEMENT
(EULA)

PLEASE READ THE FOLLOWING LICENSE AGREEMENT. IT WILL BE NECESSARY FOR YOU TO AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BEFORE BEING PERMITTED TO CONTINUE TO USE THE PRODUCT. THE PROCEDURE FOR ACCEPTING OR REJECTING THE LICENSE AGREEMENT IS SET OUT AFTER THE LICENSE AGREEMENT.

LICENSE AGREEMENT FOR THE SOFTWARE COMPANY SOFTWARE:

VERY IMPORTANT-CAREFULLY READ: This Beacon Software Solutions, Inc. End User License Agreement (hereinafter 'LICENSE') is a legal agreement between you (either an individual or a single entity, "LICENSEE") and Beacon Software Solutions, Inc. ("LICENSOR"), for the use of SOFTWARE, 'Jail Management System', or products identified in the Terms of Sale or Agreement between Beacon Software Solutions, Inc. and you, which includes computer software and associated media and printed materials, and may include "on-line" or electronic documentation ("SOFTWARE"). By installing and using the SOFTWARE, you agree to be bound by the terms of this LICENSE. If you do not agree to the terms of this LICENSE, promptly cease use and notify Beacon Software Solutions, Inc.

SOFTWARE LICENSE The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

I. LICENSE GRANT. This LICENSE grants you the following rights:

- A. You may use one copy of Beacon Software Solutions, Inc.'s Jail Management System' on a single, designated server,

which will install additional copies to designated Client computers in your organization. The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, or other storage device) of that computer. However, installation by Beacon Software Solutions, Inc. on a network server for the sole purpose of internal distribution to one or more other computer(s) shall not constitute "use" for which a separate license is required. A separate LICENSE is required, with written prior consent of LICENSOR, to install a copy of the SOFTWARE outside of your organization, along with an additional LICENSE fee. For licensed copy or copies, LICENSOR may provide updates, patches, or modifications to enhance performance, compatibility, or security. Continued use after updates constitutes LICENSEE's acceptance of revised terms.

B. Solely with respect to electronic documents included with the SOFTWARE, you may make a copy (either in hardcopy or electronic form), provided that the number of copies made shall not exceed the number of installed copies of the SOFTWARE, and further provided that such copies shall be used only for internal purposes and are not altered, republished, or distributed to any third party.

II. TITLE; COPYRIGHT. All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animation, video, audio, music, text incorporated into the SOFTWARE), any accompanying printed materials, and any copies of the SOFTWARE are owned by Beacon Software Solutions, Inc. The SOFTWARE is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material. You may not copy the printed materials accompanying the SOFTWARE.

III. ADDITIONAL RIGHTS AND LIMITATIONS.

A. Reverse Engineering, Decompilation, Decryption, and Disassembly. You may not alter, reverse-engineer, decompile, decrypt or disassemble the SOFTWARE.

B. No Separation of Components. The SOFTWARE is licensed as a single product and the software programs comprising the SOFTWARE may not be separated for use by more than one user at a time.

C. Rental. You may not rent or lease the SOFTWARE.

D. Software Transfer. You may NOT transfer any of your rights under this LICENSE without prior express written consent of LICENSOR.

E. Termination. Without prejudice to any other rights, Beacon Software Solutions, Inc., LICENSOR, may terminate this LICENSE if you fail to comply with the terms and conditions of this LICENSE. In such event, the SOFTWARE may be disabled. LICENSOR may also require that you, LICENSEE, cease all use of the SOFTWARE and destroy all copies. Other rights of Beacon Software Solutions, Inc. are described in the Terms of Sale or Agreement.

F. Data Handling. LICENSEE acknowledges that the use of SOFTWARE may involve the processing of personal, sensitive, or criminal justice data that remains under ownership of LICENSEE. LICENSOR agrees to handle such data in accordance with applicable laws and standards.

G. Security Obligations. LICENSEE is responsible for safeguarding user credentials, access rights, and endpoint security. LICENSOR is not responsible for unauthorized access due to LICENSEE's failure to maintain adequate safeguards.

IV. LIMITED WARRANTY. PLEASE REFER TO THE TERMS OF SALE OR AGREEMENT FOR WARRANTY INFORMATION REGARDING THE "Jail Management System" SOFTWARE AND SERVICES.

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