

(AGENCY NAME)
Jail Management System (JMS)

ATIMS InCustody JAIL MANAGEMENT SYSTEM (JMS)

Cloud-Solution

**SERVICE LEVEL AGREEMENT (SLA)
& SUPPORT & MAINTENANCE**



Contents

VERSION HISTORY	2
1.0 Definitions	4
1.1 Service Level Agreement (SLA)	4
1.2 Software Support & Maintenance	5
2.0 Subscription	7
2.1 Use & Limitations	7
2.2 Hosted Environment	7
2.3 Proprietary Rights/Confidentiality	7
2.4 Business Use	8
2.5 Non-Transferable	8
2.6 No Rights to Code	8
2.7 No Copies Allowed	8
2.8 Embedded / Third-Party Program	8
2.9 Audit	8
3.0 Subscriber Obligations (Responsibilities)	10
3.1 Access to Subscriber's Resources	10
3.2 Appointment of Agency Contact	10
3.3 Assistance	10
3.4 Compliance with Laws	10
3.5 Unauthorized Use; False Information	10
3.6 Administrator Access	10
3.7 Client Input	11
3.8 License from Client	11
3.9 Ownership & Restrictions	11
3.10 Suggestions	11
3.11 Recurring Annual Cloud-Hosting & Services Payment/Fees	11
4.0 Service Level Agreement (SLA)	12
4.1 Production Service Levels	12
4.2 Agency Troubleshooting	13
4.3 Recovery Point Objective	13
4.4 Recovery Time Objective	13
4.5 Service Guarantee	13
4.6 Remedies	14
4.7 Monitoring	14
4.8 Monitored Components	14
4.9 Backup and Recovery	14
5.0 Cloud-based Support & Maintenance Services	15
5.1 Support & Maintenance Services	15

5.2	Appointment of Agency Contact	16
5.3	Support Methods.....	16
5.4	Engagement	17
5.5	Response & Resolution Goals	17
6.0	Professional Services & Support (PSS)	19
6.1	Discovery & Assistance	19
7.0	Terms & Conditions	21
7.1	Limitations of Liability	21
7.2	Insurance	21
7.3	Indemnification	21
7.4	Terms and Renewals	21
7.5	Termination.....	21
7.6	Payment	22
7.7	Use of Subscriber Solution & Computer	22
7.8	Subscriber Responsibilities	22
7.9	Ownership of Data & Records	23
7.10	Relationship of Parties.....	23
7.11	Compliance with Laws	23
7.12	Confidentiality and Security.....	23
7.13	Governing Law.....	24
7.14	Severability & Waiver	24
7.15	Notice	24
7.16	Force Majeure	24
7.17	No Assignment	24
7.18	Survival	25
7.19	Entire Agreement	25

1.0 Definitions

Unless the context otherwise requires, the following terms when used in this Agreement shall have the meanings ascribed to them in Section 1.

1.1 Service Level Agreement (SLA)

1. “Documentation” means the user guides, online help, release notes, training materials and other documentation provided or made available by ATIMS to Client regarding the use or operation of the JMS and Cloud Hosting Services.
2. “Embedded Programs” means all 3rd party software, modules, products, interfaces, data files and/or other files and programs provided by ATIMS as part of, or in connection with, its proprietary software.
3. “Fees” means the Software Subscription Fees, the Project Management, Installation and Training Fees, the annual Support Services Fees and any Additional Services Fees, each as defined herein and/or otherwise noted in the cost proposal and herein referred to as the “Proposal.” These Fees include all fees associated with Data Conversion and/or Data Migration Services, as may be separately referenced in the Proposal or as otherwise noted elsewhere in that certain agreement entered into by and between Subscriber and ATIMS dated _____, of which this Agreement forms a part (the “JMS Agreement”).
4. “Software Subscription” means (i) the Software, (ii) the Documentation, (iii) the Embedded Programs, (iv) the Updates, (v) the Work Product and (vi) all instructions, manuals, diagrams and other materials, in whatever medium or format, pertaining to the foregoing.
5. “Services” means the Project Management, Installation, Training Services, the annual Warranty and Support Services and any Additional Services, each as defined herein and/or otherwise noted elsewhere in the JMS Agreement. Services shall also include any and all services previously performed or provided by ATIMS to Subscriber in connection with the Software. Such Services include all services associated with Data Conversion and/or Data Migration Services, as may be separately referenced in the Proposal or as otherwise noted elsewhere in the JMS Agreement.
6. “Data Conversion Services” means the process of examining Subscriber’s electronic data and/or data files that are in a format NOT usable in the ATIMS Software and ATIMS then converting such data and/or data files into a format which is usable in the ATIMS Software.
7. “Data Migration Services” means the process following Data Conversion Services of migrating and/or merging the Subscriber’s readable data and/or data files into the Subscriber’s existing “live” ATIMS System.
8. “Software” means ATIMS’s proprietary software applications described in the Proposal or as otherwise noted elsewhere in the JMS Agreement, together with any software previously provided by ATIMS to Subscriber.
9. “Updates” means “bug” fixes and other updates, enhancements, upgrades or re-releases of the Software which are made generally available without charge by ATIMS to ATIMS’s Clients; provided, however, that Updates shall not include (i) updates, enhancements, upgrades, re-releases or new releases which incorporate new functionality in the Software and/or for which ATIMS charges a fee to its Clients, or (ii) new products or modules.
10. “Maintenance Releases” means any patches, “bug” fixes, updates, upgrades or re-releases of the Software, which are related to specific Software and/or a Subscriber Environment. ATIMS reserves the right to limit deployment of Maintenance Releases.

11. "Subscriber Environment" is defined as the infrastructure in which the Software will be installed and/or used.
12. "Work Product" means inventions, discoveries, software, or other works of authorship and other proprietary materials or work product developed by ATIMS, its employees, agents or contractors in the course of ATIMS's performance of any services regardless of any participation, assistance or cooperation by Subscriber, its employees, agents or contractors in connection therewith.
13. "Agency JMS Administrator" means each Client Agency employee designated by Client to serve as technical administrator of the JMS and Cloud Hosting Services on Client's behalf. Each Administrator User must complete training and qualification requirements reasonably required by ATIMS.
14. "Agency Appointed Contact" means each Client Agency employee authorized by Client to submit Support and Service requests for ATIMS JMS and Cloud Hosting Services on Client's behalf. Each authorized contact must be on the Authorized User List.
15. "Client Content" means all data and materials provided by Client to ATIMS for use in connection with the JMS and Cloud Hosting Services, including, without limitation, client applications, data files, and graphics.
16. "Cloud Hosting Hosted" means the Amazon Web Services (AWS) gov cloud on which the Software is installed, which is owned and operated by ATIMS or its subcontractors.
17. "User" means a unique collection of identity data for an individual that will be granted access to and/or managed by the Cloud Hosting Services for the purposes of providing single sign-on, managing passwords or certifying user access. Identity data may be physically or logically maintained in a single repository or in separate physical or logical repositories. ATIMS offers an unlimited number of users associated with user groups.
18. "Cloud Hosting Maintenance Services" means the support and maintenance services provided by ATIMS to Client pursuant to this Cloud Hosting Support Agreement.
19. "Other Services" means all technical and non-technical services performed or delivered by ATIMS under this Cloud Hosting Agreement, including, without limitation, implementation services and other professional services, training and education services, excluding the Cloud Hosting Services and the Maintenance Services. Other Services will be provided on a time and material (T&M) basis at such times or during such periods, as may be specified in a Schedule and mutually agreed to by the parties. All Other Services will be provided on a non-work for hire basis.
20. "Software" means the object code version of any software to which Client is provided access as part of the Service, including any updates or new versions.
21. "Cloud Hosting Services" refer to the specific ATIMS internet-accessible service identified in a Schedule that provides use of ATIMS JMS Software that is hosted by Amazon Web Services (AWS), ATIMS' services provider and made available to Client over a network on a term-use basis.

1.2 Software Support & Maintenance

1. "Software Assurance" reflects ATIMS level of confidence that software is free from vulnerabilities, either intentionally designed into the software or accidentally inserted at any time during its lifecycle, and that the software functions in the intended manner."
2. "Annual Maintenance Fee" shall be included in the Payment Schedule.
3. "Documentation" shall mean the manual(s) relating to the use of the hardware and/or software Solution, delivered by ATIMS.
4. "Error" means an error/malfunction bug in the JMS which degrades the JMS or the client's use of

the JMS.

5. "Correction" means the use of reasonable commercial efforts.
6. "Licensor Product Errors" Shall mean the failure of solution to conform in a material respect to the Licensor Product Documentation.
7. "Solution" means the software and/or hardware provided by or supported by ATIMS and specifically listed in the Scope of Work (SOW).
8. "Workaround" means a change in the procedures followed or data supplied by Client to avoid an Error without substantially impairing Client's use of the Solution.
9. "Client" or "Subscriber" means the entity or person identified as the Client.
10. "Software" is a program or programs that enables a computer to perform a specific task, including application software, which enables a user to perform a task, and system software, which enables other software to run properly, by interfacing with hardware and with other software.
11. "Licensor" means the manufacturer of the Software.
12. "Incident" means Software or Solution is not performing in accordance with the documentation.
13. "Licensed Program" Software licenses covered under the terms & conditions of the licensor.
14. "Third Party Licensor" Software that is developed by a third party.

2.0 Subscription

2.1 Use & Limitations

Subject to the terms and conditions hereof, ATIMS hereby grants User a non-exclusive, non-transferable, annual subscription to have up to the maximum number of concurrent user sessions, named users, employees, agents or contractors of User set forth in the Proposal or as otherwise noted elsewhere in the JMS Agreement (the “Users”), and use of the Software subscription in machine-readable form (the “Subscriber”). Prior to the use, review, examination, setup, configuration, etc. of the Software subscription by any non-employee User, Subscriber shall cause such person or entity to execute an ATIMS’s standard nondisclosure agreement and shall deliver such executed agreement to ATIMS. Unless the context otherwise requires, all references herein to “User” shall include the Users, and, except as otherwise provided herein, Subscriber shall be liable for all acts and omissions of the Users.

2.2 Hosted Environment

ATIMS has sole responsibility for acquiring and maintaining a secured, gov cloud environment to host their configured JMS software subscription. ATIMS hereby represents and warrants to Subscriber that (i) the Environment meets or exceeds the environment specifications required and set forth by ATIMS. Prior to any installation and/or operation of the Software, ATIMS will ensure that the Subscriber Environment is installed, configured, tested and prepared by ATIMS, and meets and/or exceeds the environment specifications. ATIMS shall be solely responsible for the supervision, management, operation and control of the use of the Software, including without limitation: (i) establishing adequate backup plans in the event of a computer or software failure or disaster, (ii) implementing sufficient procedures to provide adequate security and accuracy of data; (iii) informed use of output of data and (iv) security maintenance and password distribution (as/if desired by the client). ATIMS shall furnish its current Disaster Recovery and Business Continuity (DR/BC) plan to the Subscriber no later than thirty (30) days before system go-live and shall provide an updated copy within fifteen (15) days of any material revision thereafter. Subscriber hereby represents and warrants to ATIMS that, (ii) Subscriber has not and will not make any material changes to the Subscriber Environment, except solely for those changes required by ATIMS, and (iii) at all times during the use of the Software subscription, Subscriber shall maintain in full force and effect maintenance, service and support agreements with all relevant third parties with respect to the Environment and all components thereof. Due to volatility in the software and hardware market, the requirements are subject to reasonable change throughout the course of this Agreement. Except as otherwise provided in the Proposal or as otherwise noted elsewhere in the JMS Agreement, Subscriber shall be responsible for making any current and future modifications and/or upgrades to the Environment necessary to remain in accordance with the then current requirements, and to successfully access or use the Software. ATIMS reserves the exclusive right to revise the requirements for the Subscriber Environment.

2.3 Proprietary Rights/Confidentiality

ATIMS owns all right, title and interest (including but not limited to all copyrights, patents, trademarks, trade names, trade secrets and other proprietary rights) in, and to the Software and all components, reproductions, modifications or derivative works thereof, in whole or in part. ATIMS may utilize all ideas, suggestions, feedback, improvements, data, reports or the like that Subscriber provides to ATIMS with respect to the Software without any obligation to Subscriber. Subscriber shall not publish any results of any benchmark tests run on the Software or any portion thereof. Although copyrighted, the JMS Software is unpublished and contains proprietary and confidential information of ATIMS and its Subscriber. Subscriber

agrees to maintain the Software in confidence and to use its reasonable best efforts to protect the confidentiality of the Software.

Subscriber acknowledges and agrees that any violation by it, its Users, employees, agents or contractors of the provisions or covenants of the Agreement (License, Proprietary Rights; Confidentiality, or U.S. Government Restricted Rights) will cause immediate and irreparable harm to ATIMS for which money damages will not constitute an adequate remedy. Therefore, Subscriber agrees that, in the event of a breach or threatened breach of said provisions or covenants, ATIMS shall be entitled to injunctive and/or other preliminary or equitable relief, in addition to any other remedies available at law or in equity, without having to prove actual damages or to post a bond.

2.4 Business Use

Subscriber and its Users may use the Software subscription solely for Subscriber's internal business operations. Any other use of the Software (including without limitation timesharing, rental, leasing, facility management, provision of subscription services or service bureau usage) is strictly prohibited.

2.5 Non-Transferable

Subscriber shall not give, sell, lease, assign, sublicense or otherwise transfer, in whole or in part, this Agreement, the Subscription, the Software, other ATIMS-provided materials, or any subscriptions, licenses or rights granted hereunder, except as approved by ATIMS in writing. If Subscriber grants a security interest in this Agreement, the Subscription, the Software or any other ATIMS-provided materials, or any licenses or rights granted hereunder, the secured party shall have no right to use or transfer such materials.

2.6 No Rights to Code

The Subscription granted hereunder is for the object code version of the Software Subscription only. Subscriber has no rights to the source code for the Software. Subscriber shall not permit anyone under Subscriber's direction or control, to reverse engineer, disassemble or de-compile the Software or attempt to do so. Subscriber may not modify, adapt, translate or create derivative works of the Software without ATIMS's express written consent. The Software is a subscription as a single product. Embedded Programs may be used only in conjunction with the Software subscription.

2.7 No Copies Allowed

Subscriber shall not copy the Software or any part thereof. Software and all backups shall be maintained on the cloud hosted environment.

2.8 Embedded / Third-Party Program

Notwithstanding anything to the contrary herein, Subscriber's access to and use of the Embedded Programs shall be and remain subject to all terms, conditions and licenses imposed by the manufacturers and/or third-party licensors ("Licensors") of such Embedded Programs and Subscriber shall comply with same.

2.9 Audit

Subscriber shall permit ATIMS, no more than once per contract year, to audit the Subscriber's use of the Software and Embedded Programs, provided ATIMS gives at least thirty (30) business days' written notice. Audits must occur during normal business hours, be performed remotely whenever feasible, and not

materially disrupt operations or system performance. On-site audits require mutual written consent.

Because the solution is fully cloud-hosted and the Subscriber lacks visibility into ATIMS's underlying dependencies and third-party license metrics, ATIMS shall proactively monitor usage. Cost impacts from audit findings will be provided to the Subscriber with a written report at least 180 days (six months) prior to each July 1 anniversary date. The Subscriber will have thirty (30) days after receipt of that report to review and, if necessary, dispute the findings.

Cost Treatment: Any additional fees resulting from audit findings will be incorporated only into the next annual Support & Maintenance invoice issued on the July 1 anniversary date. No mid-year invoices or retroactive charges will be payable for overages identified after the start of a given fiscal year, thereby allowing the County sufficient time to budget cost fluctuations.

Subscriber agrees to promptly report to ATIMS any increases in the number of active inmates tracked using the software subscription, from the date of this Agreement.

3.0 Subscriber Obligations (Responsibilities)

3.1 Access to Subscriber's Resources

Subscriber shall provide ATIMS with reasonable access to Subscriber's technical personnel, facilities, systems, databases, information, as well as security clearance as necessary for ATIMS to perform its obligations under this Agreement. Subscriber shall appoint a Project Manager to act as liaison between Subscriber and ATIMS.

3.2 Appointment of Agency Contact

In order to optimize the process of providing services and support to Clients ATIMS requires all Client Agencies to designate a **primary contact** and an **alternate contact** who will become the authorized contacts able to submit Support and Service requests to ATIMS. While we allow for up to 5 contacts, the primary and alternate contacts will have final authority on requests and decisions. Contacts should be listed on the Authorized User List which will be attached to the final SLA/Support & Maintenance Contract.

3.3 Assistance

Client shall provide reasonable information and assistance to ATIMS to enable ATIMS to implement our JMS solution and 3rd party solutions (as applicable) and provide Cloud Hosting Services and Support. Upon request from ATIMS, Client shall promptly deliver Client Content for data conversion to ATIMS in an electronic file format specified and accessible by ATIMS. Client acknowledges that ATIMS ability to implement and deliver the Cloud Hosting JMS Solution and Services in the manner provided in this Cloud Hosting Agreement may depend upon the accuracy and timeliness of such information and assistance.

3.4 Compliance with Laws

Client shall comply with all applicable local, state, and national laws in connection with its use of ATIMS Cloud Hosting JMS, including those laws related to data privacy, national communications, and the transmission of technical or personal data. Client shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

3.5 Unauthorized Use; False Information

Client shall: (a) notify ATIMS immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to ATIMS immediately and use reasonable efforts to stop any unauthorized use of ATIMS JMS and Cloud Hosting Services that is known or suspected by Client or any JMS user, and (c) not provide false identity information to gain access to or use the JMS and Cloud Hosting Services.

3.6 Administrator Access

Client shall be solely responsible for the acts and omissions of its Administrator Users. ATIMS shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.

3.7 Client Input

Client is solely responsible for collecting, inputting, and updating all Client Content stored on the JMS Cloud Hosting environment, and for ensuring that the Client Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Client shall: (i) notify ATIMS immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to ATIMS immediately and use reasonable efforts to stop any unauthorized use of the JMS system that is known or suspected by Client or any user or user group, and (iii) not provide false identity information to gain access to or use the JMS.

3.8 License from Client

Subject to the terms and conditions of this Cloud Hosting Agreement, Client shall grant ATIMS a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Client Content solely as necessary to provide the JMS Cloud Hosting Services to Client Agency.

3.9 Ownership & Restrictions

Client Agency retains ownership and intellectual property rights in and to its Agency Content. ATIMS or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement. Third-party technology that may be appropriate or necessary for use with some ATIMS programs is specified in the Program Documentation as applicable. Agency's right to use such third -party technology is governed by the terms of the third-party technology license agreement specified by ATIMS and not under the Agreement.

3.10 Suggestions

ATIMS shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the JMS any suggestions, enhancement requests, recommendation or other feedback provided by Client, including Users, relating to the operation of the JMS, Support and Cloud Hosting Services.

3.11 Recurring Annual Cloud-Hosting & Services Payment/Fees

In consideration of the Software Subscription, Subscriber shall pay ATIMS subscription fees ("Fees"), which includes software use, add-on functionality use, configurations and enhancements to software, 3rd party solutions, hardware, and support and maintenance fees, as included in the Statement of Work (SOW), in such amounts and at such times as set forth in the JMS Agreement and pay any valid invoice(s) issued by ATIMS and approved by Subscriber, in connection with the execution of this SLA/Support & Maintenance Agreement and the JMS Agreement (each, an "Invoice"). The Invoice terms are hereby incorporated herein by reference.

4.0 Service Level Agreement (SLA)

4.1 Production Service Levels

ATIMS' expectation is that if Client Agency personnel experience a system problem, they will work with the Agency JMS Administrator and/or Agency Appointed Contact for initial troubleshooting. The Agency's JMS Administrator/Appointed Contact will work with Client Agency IT as needed to determine if the issue is caused by County infrastructure (e.g., network down, pc problem) and forward to the application service provider (ATIMS or other 3rd party provider, as applicable) if the problem resides with the application or hosted infrastructure.

If the issue is identified to be an issue with the software or hosted infrastructure, the Agency's JMS Administrator and/or Agency Appointed Contact will contact ATIMS or third-party vendor (as applicable). ATIMS will respond to Support Calls according to the following Service Levels:

Service Level	Service Response Time	Resolution Status Update Frequency	Service Resolution Time Goal
Emergency	Less than 30 min	Every 30 minutes	Less than 30 min
High	1 hour	Every 2 hours	Within 2 hours
Medium	2 hours	Every 48 hours	Within 5 Business days
Low	8 hours	Every 10 Business Days	Within 30 Business Days

Service Response time refers to the maximum elapsed time after a problem is reported to ATIMS support. ATIMS will communicate with the Sheriff's internal support team, providing an action plan.

Resolution Status Update Frequency refers to the maximum time elapsed after problem has been initially reported before a status update is provided to the County. ATIMS will continue to provide status updates to the County within this frequency interval until the problem is resolved.

Service Resolution time goal refers to the objective for the maximum elapsed time after problem is logged for some sort of problem resolution to be provided. Service Levels will be determined in accordance with the following:

Emergency

- JMS down
- Inability to complete core functions or critical processes of the JMS
- Security breaches and other security issues
- Business risk is high

High

- Program errors without workarounds
- Incorrect calculation errors impacting records
- Performance issues of severe nature impacting critical processes
- Business risk is moderate

Medium

- JMS errors that have workarounds
- Performance issues not impacting critical processes

- Usability issues
- Reporting Issues
- Business risk is low

Low

- Report formatting
- Aesthetic issues
- Recommendations for enhancements on JMS changes
- Low to minimal Impact

ATIMS will make every effort to provide a problem resolution within the stated Service Resolution time goal. Software remedies shall be reviewed and accepted by ATIMS.

4.2 Agency Troubleshooting

The Client Agency will identify Agency JMS Administrator/Appointed Contact for “Tier 1” ATIMS troubleshooting. Tier 1 acts as the first point of contact and brokers initiate troubleshooting in coordination with County IT, as needed. The goal of the is to determine if the issue is caused by internal infrastructure, a training issue, or if the issue needs to be reported (and submitted) to ATIMS support.

4.3 Recovery Point Objective

The solution RPO (Recovery Point Objective) data loss threshold is fifteen (15) minutes.

4.4 Recovery Time Objective

The solution should have an RTO (Recovery Time Objective – tolerance to service interruptions) of thirty (30) minutes.

4.5 Service Guarantee

ATIMS shall provide up to 99.9% availability on a 24/7 basis outside of scheduled maintenance windows. Availability would be calculated as follows: $((\text{Total} - \text{Non excluded} - \text{Excluded}) / (\text{Total} - \text{excluded})) * 100 > 99.9\%$

Description of calculations:

1. Total means the total number of minutes in the calendar quarter;
2. Non-excluded means downtime that is not excluded; and
3. Excluded means:
 - a) Any planned downtime of which ATIMS gives 72 or more hours’ notice in accordance with the Agreement.
 - b) Any unavailability caused by circumstances beyond ATIMS’s reasonable control, including, without limitation, natural disasters such as flood, fire, or earthquakes; acts of government; civil unrest; terrorism; strikes or other labor disruptions (excluding those involving ATIMS employees); pandemics or public-health emergencies; denial-of-service attacks; or third-party Internet service-provider failures or delays at the Client Agency.
 - c) Any unavailability that is caused by system components outside ATIMS control, such as enterprise authentication or third-party interfaces

Note: Any planned downtime shall be coordinated at least 72 hours in advance with the Subscriber’s designated Agency JMS Administrator(s) to determine an acceptable maintenance window. ATIMS must obtain the Subscriber’s written approval before scheduling downtime.

4.6 Remedies

Quarterly Availability Credit

If ATIMS measured uptime in any calendar quarter falls below 99.9 %, Subscriber will receive a service credit equal to 1.25 % of the Cloud Hosting Fee (CHF) (≈ 5 % of one quarter).

- If uptime in that quarter drops below 99.5 %, the credit increases to 2 % of CHF.
- If uptime in any quarter falls below 99.0 %, Subscriber will receive a credit equal to 4 % of the Annual CHF for that quarter

Severity 1 / Severity 2 Incident Credit

- If ATIMS fails to resolve a Severity 1 incident within its contractual resolution goal, Subscriber will receive a credit of 0.5 % of Annual Support Fee (ASF) for each additional hour (or fraction) until resolution, capped at 2% per incident.
- For a Severity 2 incident that exceeds its goal, the credit is 0.25 % of ASF per additional hour, capped at 1% per incident.

Cloud hosting availability and Severity 1 or 2 support incidents are interconnected, as ATIMS is solely responsible for monitoring, maintaining, and supporting the hosted production environment end-to-end.

All service credits will be applied to the next annual July 1 Support & Maintenance invoice.

Exclusions to Credit Eligibility

ATIMS shall not be responsible for issuing service credits if a service level or resolution target is not met solely due to:

- Failures or outages of Solano County agency-managed systems or services, including those provided through contracts with third-party vendors (e.g., Internet connectivity, Microsoft cloud services, local network infrastructure, PC configuration, or authentication platforms);
- Misconfiguration, unavailability, or downtime of independent third-party systems or services not procured, managed, or controlled by ATIMS;
- Subscriber misconfiguration or improper use of the hosted environment.

4.7 Monitoring

ATIMS shall use a variety of tools to monitor (i) the availability and performance of Client Agency's production services environment and (ii) the operation of the of infrastructure and network components.

4.8 Monitored Components

ATIMS shall monitor all levels of the service infrastructure, and generate alerts for CPU, memory, storage, database, network components, security, and transactions. ATIMS support staff will attend to any automated warnings and alerts associated with deviations of the environment from ATIMS defined monitoring thresholds and will follow standard operating procedures (SOPs) to investigate and resolve underlying issues.

4.9 Backup and Recovery

ATIMS is responsible for maintaining hosted infrastructure including backup. Application database is set up for continuous incremental backup with a daily snapshot. This enables RPO of 15 minutes and database RTO of 30 minutes.

5.0 Cloud-based Support & Maintenance Services

5.1 Support & Maintenance Services

Support and Maintenance Services are included in the Cloud Hosting Service subscription, and entitles Client Agency to the following:

- Telephone or electronic support in order to help Client locate and correct problems with the Solution.
- Bug fixes and code corrections to correct Solution malfunctions in order to bring such Solution into substantial conformity with the operating specifications.
- Development and maintenance of a minimum of three environments (Production, Test and Training) through the maintenance period. *Of note, if additional environments are desired, Client should contact ATIMS for associated pricing.
- Update and maintain electronic copy of user manual and system documentation for Solution. All software will be loaded onto the system under Reference.
- All extensions, enhancements and other changes that ATIMS, at its sole discretion, makes or adds to the Software and which ATIMS furnishes, without charge, to all other Subscribers of the Cloud Hosting Service.
- Up to five (5) dedicated contacts designated by Client Agency in writing that will have access to support services.

The technical resolution chart below provides further guidance on services that are included in this Support and Maintenance Agreement. ATIMS and Client agree that services identified as Professional Services are considered outside of this Agreement as addressed in Section 6.

Description	Software Support and Maintenance	Professional Services
Upgrades and Updates		
Supply new software version	●	
Install new software version	●	
System reinstall - application malfunction	●	
System reinstall - hardware / network problem		●
Support / Bugs / Errors		
Business hours Tier 1 support	●	
24/7 critical after-hour support	●	
Problem with application / malfunction	●	
Code testing and replication of errors	●	
Simulation of client environment	●	
Data discovery due to malfunction	●	
Problem with internal hardware / network		●
Environment		
DB optimization – indexing	●	
Creation of additional databases	●	
Replication of DB environment	●	

Installation of additional environments		•
Reinstallation - new server or configuration	•	
Database maintenance – backups	•	
Data mining / data discovery request		•
Customization / Enhancements		
Consultation for customization / enhancement (up to one (1) hour)	•	
Software configuration utilizing DB settings	•	
Creation of additional custom forms		•
Creation of additional custom reports		•
Client initiated customization / enhancement		•
Interfaces		
Consultation for 3 rd party software interface (up to one (1) hour)	•	
Consultation for 3 rd party software interface (beyond one (1) hour)		•
Development of 3 rd party interfaces		•
Training		
User manuals	•	
User group online webinars	•	
Additional client requested training		•
Training on new software functionality		•

5.2 Appointment of Agency Contact

ATIMS requires all Client Agencies to designate a **primary contact** and an **alternate contact** who will become the authorized contacts able to submit Support and Service requests to ATIMS.

5.3 Support Methods

There are a variety of ways to resolve technical difficulties with the solution.

- **Online Help** – System use and training electronic documentation (self-help assistance) is accessible via the Reference button when logged into ATIMS JMS. Function-specific help is also accessible through the JMS using the Reference Option. Documentation that an Agency creates/edits can also be stored in the Reference section.
- **Remote Diagnostics** – ATIMS typically uses two platforms (Zoom and Teams) to provide remote diagnostics and support. ATIMS performs online diagnostics from ATIMS' offices to assist in the identification and isolation of suspected Software or Solution errors or malfunctions. In the event the Agency requires the use of another remote diagnostic tool or service, the Agency must provide access to the required tool at no cost to ATIMS. ATIMS will make every effort to comply with the security requirements of the Client. Any Security configuration(s) needed to achieve remote connectivity and/or access to Agency's computer network will be used only for the purposes of diagnosing the "error" or malfunction.
- **Email** – Client may request support services via email.
- **Telephone** – An in-person Tier 1 telephone response is provided 24/7 365 to clients who have signed a Support & Maintenance or Professional Services Agreement.

- **JIRA online support tool** – ATIMS uses JIRA to track all releases, upgrades, defects and regularly and ad hoc maintenance calls. As a standard course of action, ATIMS support staff will also use JIRA to track all details and disposition of a support request including caller information, any current corrective action taken, any future activity required and final status. The Agency's Point of Contact(s) will also have access to JIRA for this information.

5.4 Engagement

Initial Engagement – One of Client Agency's designated contacts will contact ATIMS through one of the methods discussed to place a request for service.

Discovery - ATIMS Support Desk will gather all of the necessary information from the client to assess the situation. The support technician will determine the appropriate course of action such as ask the client to attempt various tasks or begin a remote session via an online connection. This Discovery Period will be completed in 30 minutes or less. If the Discovery period takes longer than 30 minutes and the issue is determined to be non-ATIMS related, ATIMS reserves the right to charge client for this time. As such, client will be notified if charge recommended. If a resolution has not been achieved at the end of the Discovery Period, then the support technician will open a ticket for further investigation of the issue.

If the issue is determined to be ATIMS-related and falls within the coverage of a current Support and Maintenance Agreement; there will be no additional charges for the discovery period. Also, ATIMS will make every effort to resolve the issue as quickly as possible. Please note that additional remote sessions via an online connection may be required during this period.

If the engagement is deemed to require Professional Services outside Support & Maintenance coverage, the Client Agency POC will be given an estimated cost (i.e., quote) to complete the requirement and will be billed at \$200/hour. Client Agency will be updated on a regular basis on the status of an issue and will be provided resolution logs when a support ticket is successfully closed.

5.5 Response & Resolution Goals

ATIMS understands that our Client Agencies work 24/7/365 and ATIMS provides support, including emergency activities to meet those requirements. "Standard Business hours" 0800-1700 PST, Monday thru Friday, except holidays, are used for response to non-emergency requests. Some response definitions include:

- "Fix" means the repair or replacement of Software component to remedy Issue.
- "Issue" means a defect in Software as defined in ATIMS' standard Software specification that significantly degrades such Software.
- "Respond" means acknowledgement of Issue received containing assignment to engineer, date and time assigned, and severity level.
- "Workaround" means a change in the procedures followed or data supplied by Client to avoid a problem without substantially impairing Client's use of the Software.

Priority & Communications - When reporting an Incident, the Client will make the initial determination of priority and include it in the request. ATIMS's initial response to an incident will be based on the Agency's assessment of priority. ATIMS makes every effort to respond to support requests within the timeframes outlined below. Periodic status updates will be provided via email and phone until the issue is satisfactorily resolved; status can also be checked online via ATIMS JIRA support site. ATIMS's inability to meet the response times set forth below due to Agency's availability (i.e. phone busy, no answer, out of the office, etc.) does not constitute a failure to comply with these Support Policies. After the initial response, any

changes to the incident priority will be mutually determined by ATIMS' staff and Agency.

Priority Levels & Response Time - If the issue is identified to be an issue with the software, the Agency's system support team will contact ATIMS who will log the information and determine what level of support is required. ATIMS JMS Service Levels will be determined using the following priority list; and Support will be provided in accordance with the assigned Service Level for that issue:

PRIORITY	EMERGENCY Level 1	HIGH Level 2	MEDIUM Level 3	LOW Level 4
Description	- System down - Critical issues with core functions or critical processes of JMS - Security breaches and other security issues - Business risk is high.	- Can't complete core functions or critical JMS processes - Program errors without workarounds - Incorrect calculation errors impacting records - Severe performance issues impacting critical processes - Business risk is moderate	- System errors that have workarounds - Performance issues not impacting critical processes - Usability issues - Reporting Issues - Business risk is low	- Report formatting - Aesthetic issues - Recommendations for enhancements on system changes - Low to minimal impact
Service Response Time ¹	> 1 hour	1 hour	4 hours	8 hours
Resolution Status Update Frequency ²	Every 30 min	Every 2 hours	Every 48 hours	Every 10 business days
Service Resolution Time Goal ³	Typically resolved within 30 minutes; For complex issues requiring add'l time, status report every 4 business hours	Typically resolved within 2 hours; For issues requiring add'l time, status report every 6 business hours	Within 5 business days	Placed in queue and resolved in order of importance; Goal within 30 business days

Service Response time refers to the maximum elapsed time after problem logged for investigation and action by the ATIMS. ATIMS will communicate with the Agency's internal software support team, providing an action plan.

Resolution Status Update Frequency refers to the maximum time elapsed after problem has been initially logged before a status update is provided to the Agency. ATIMS will continue to provide status updates to the Agency within this frequency interval until the problem is resolved.

Service Resolution time goal refers to the objective for the maximum elapsed time after problem is logged for some sort of problem resolution to be provided.

In the event that ATIMS receives numerous requests simultaneously, clients will be prioritized by Severity Level and in the order the incidents are reported.

6.0 Professional Services & Support (PSS)

ATIMS Professional Services and Support (PSS) provides Clients with the opportunity to acquire technical services beyond the scope of the Cloud support agreement.



6.1 Discovery & Assistance

ATIMS offers telephone, email and onsite support to maintain the products and other solutions /enhancements developed by ATIMS. Remote diagnostics will always be the first course of action to resolve an incident or technical assistance prior to an onsite visit being scheduled.

Once Discovery with the Client POC and ATIMS Support Desk is completed, if the engagement is deemed beyond the scope of the Cloud Hosting agreement and rather part of Professional Services, the Client Agency POC will be given an estimated cost (i.e., quote) to complete the requirement. Some possible needs include:

- Enhancement (customization) of ATIMS JMS
- Business Process Re-engineering
- Workflow Development or Redevelopment
- New or Updated Interfaces or Integrations
- Additional Training
- Hardware Procurement or Installation

Client will be billed in hourly increments, based on rates provided, for all Professional services or time will be charged against annual allotment of hours (as part of annual Support & Maintenance Agreement). There will be a minimum two-hour charge for onsite support not including travel time. All PSS hours will be tracked by the assigned technician and verified by the ATIMS Support Manager. Client Agency will be updated on a regular basis on the status of the Request (or issue) and will be provided resolution logs when a support ticket is successfully closed.

If a problem occurs which significantly impacts the Client's usage of the licensed product and the issue remains unidentified or unresolved either by workaround or permanent correction after the Client has followed ATIMS prescribed actions, ATIMS, at our discretion, will make available a support technician at the Client location during regular Business Days and Hours, 0800 – 1700 Pacific Standard Time, Monday through Friday, excluding ATIMS holidays. ATIMS's Holiday Schedule will be provided. ATIMS additionally provides critical support twenty-four (24) hours a day / seven (7) days a week. Critical support is defined as any issue that:

- Causes the ATIMS system to stop running agency wide
- Prevents any essential or required data elements from entry

The support technician will arrive within a reasonable period of time keeping the Client fully informed during the period. PSS for onsite visits that require air travel will be arranged on a case-by-case basis and the travel cost will be confirmed with the Client prior to booking.

ATIMS will provide or make available:

- 1) Assistance in diagnosis and identification of errors or malfunctions.
- 2) Onsite consultation on correction of identified errors or malfunctions.
- 3) Detailed feedback on external factors that had a direct or indirect impact on the software resulting in performance deficiencies.

Travel Expense - Onsite support performed by ATIMS employees for a Client Agency requires Client approval for payment of travel and/or living expenses incurred by ATIMS. For Client-initiated tasks, actual expenses will be billed **at cost, as they are incurred.**

7.0 Terms & Conditions

7.1 Limitations of Liability

Except in the case of gross negligence or willful misconduct in no event shall either party be liable to the other for incidental, indirect, special or consequential damages of any kind, however caused and on any theory of liability; arising out of or in connection with the services or program or solution provided pursuant to this Agreement, whether or not such party was advised of the possibility of such loss.

ATIMS extends no warranties, express, implied or statutory, on parts supplied or services performed under this Agreement, including, but not limited to, implied warranties of merchantability or fitness of any component, module or equipment for a particular purpose.

7.2 Insurance

During the term of this Agreement, ATIMS will maintain against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work under this Agreement by ATIMS or any agents, representatives, employees or subcontractors of ATIMS, at least \$2,000,000 commercial general liability insurance per occurrence for bodily injury, personal injury, or property damage, \$1,000,000 automobile liability insurance per accident for bodily injury or property damage, \$1,000,000 employer liability insurance per accident for bodily injury or disease, and \$1,000,000 cyber liability insurance per incident.

7.3 Indemnification

ATIMS will indemnify, hold harmless and assume the defense of Client, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from ATIMS' operations or from any persons directly or indirectly employed by, or acting as agent for, ATIMS, excepting the sole negligence or willful misconduct of Client. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of ATIMS' services, as well as during the progress of rendering such services.

7.4 Term and Renewals

The effective date of this Agreement is the V2 Upgrade GoLIVE date. The annual Support and Maintenance period shall run from July 1 through June 30 each year and shall remained fixed throughout the life of the Agreement. Notwithstanding the preceding sentence, the Support and Maintenance period from the effective date through June 30, 2026 (the "initial period") does not align with the annual period.

Unless terminated in accordance with provisions of this Agreement, this Agreement shall automatically be renewed for successive periods of one (1) year, not to exceed five (5) years. ATIMS acceptance of Subscriber's annual support and maintenance purchase order demonstrates renewal. Renewal price may include up to a two percent (2%) annual cost of living increase.

7.5 Termination

If the Subscriber desires to cancel all or any portion of this Agreement upon the next Anniversary Date, a notification to ATIMS at the address specified in this agreement must be mailed to ATIMS 30 days prior to

the Anniversary Date. If desired by the Subscriber, ATIMS will meet with the Subscriber at any time prior to this to discuss the renewal.

7.6 Payment

ATIMS shall invoice Subscriber annually on July 1 at the start of each new support and maintenance period payable within thirty (30) days of the invoice date. The FY2025/26 annualized cost is enumerated in the table below. For the initial period, ATIMS shall invoice Subscriber based on a prorated number of days.

Description	FY2025/26 Cost	
ATIMS Support and Maintenance	S	90,040
ATIMS SaaS Hosted Subscription	S	67,530
TOTAL	S	157,570

In the event ATIMS finds it necessary to charge Subscriber in accordance with Section 5.4 for excess Discovery Period minutes for issues determined to be non-ATIMS related, ATIMS shall bill Subscriber in hourly increments as circumstances occur.

ATIMS shall not be entitled to, nor receive from the Subscriber, any additional consideration, compensation, wages, or other remuneration for services rendered under this Agreement other than that which is set forth above.

ATIMS shall invoice Subscriber for non-standard professional services as described in Section 6 as circumstances occur and at the rates provided in the estimated cost (i.e., quote).

7.7 Use of Subscriber Solution & Computer

When ATIMS performs services pursuant to this Agreement which require the use of the Subscriber's computer system(s), the Subscriber agrees to make it available at reasonable times and in reasonable time increments, and in no event will the Subscriber charge ATIMS for such system use.

If the Subscriber wants to add new software to the workstations or Servers, the Subscriber should contact ATIMS to be advised if the new software will affect the performance of the system. Failure to do so could result in billable support to the Subscriber, if service is required.

Subscriber agrees to furnish ATIMS access to the software modules when performing service, subject to Subscriber's reasonable industrial security and safety rules. Subscriber must provide the necessary data communications equipment and operating software at its location to support remote problem diagnosis and maintenance.

7.8 Subscriber Responsibilities

Subscriber agrees to furnish ATIMS reasonable access to the supported Equipment when performing service subject to Subscriber's reasonable industrial security and safety rules. If applicable, Subscriber shall provide the necessary data communications equipment and operating software at its location to support remote problem diagnosis and maintenance. Upon installation of any Software or Hardware upgrades, Subscriber agrees to follow reasonable release installation instructions, review system operations after installation, and report any problem detected as soon as possible. Reasonable storage and/or workspace at the Subscriber's site will be provided to ATIMS as required. Subscriber acknowledges it has reviewed and accepts the software subscription agreement(s) (including those of 3rd Party Licensors) for all products listed in the Scope of Work, which is provided to Subscriber in electronic form. Subscriber agrees it shall be solely

responsible for the compliant use of the products listed according to those software subscription(s) and agreement(s) terms and conditions.

7.9 Ownership of Data & Records

All Subscriber/Client generated data, records and documents are owned by the Subscriber/Client. Upon termination or expiration of the contract, ATIMS shall, at no additional cost, return all Solano County data, records, and documents, in a mutually agreed machine-readable format within 30 calendar days and certify in writing that all copies have been irretrievably deleted from ATIMS-controlled infrastructure.

7.10 Relationship of Parties

The relationship of the parties shall be solely that of independent contractors. No partnership, joint venture, franchise, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or make or authorize any representation contrary to the foregoing.

7.11 Compliance with Laws

Each party shall comply with all applicable foreign, federal, state and local laws, rules, ordinances and regulations, including but not limited to those below, and shall maintain any and all permits, certificates and licenses required by law.

7.12 Confidentiality and Security

ATIMS will utilize all reasonable means and due diligence to protect the confidentiality of Subscriber's client data by implementing and maintaining appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Subscriber data and the JMS application environment. ATIMS shall not use client specific information for any purpose other than carrying out ATIMS' obligations under this Agreement and shall prevent unauthorized disclosure of names and other identifying information, except for statistical information not identifying a particular County client. The obligations regarding confidentiality exist beyond the terms of the Agreement.

To meet its security and compliance obligations, ATIMS shall:

- **Immediately notify** the Subscriber JMS Administrator and IT Department (by email to DoITSecurity@solanocounty.gov) of any suspected or confirmed security incident involving the SaaS application.
- **Conduct and provide** an annual **SOC 2 Type II audit report** to the Subscriber.
- **Perform and share** the results of an annual **independent network penetration test**.
- Cover costs related to the SOC 2 Type II audit and penetration testing which are already included in the quoted annual Support & Maintenance and Cloud Hosting fees; no separate or additional charges will be billed to the County for these activities.
- **Support and enforce** integration with **Single Sign-On (SSO)** using the Subscriber's designated identity provider.
- **Cooperate and participate** in any **CJIS compliance reviews, audits, or certifications** as required by the U.S. Department of Justice or applicable law enforcement standards.
- **Comply with evolving regulatory obligations**, including but not limited to **CJIS, HIPAA**, and any future statutory or contractual security requirements applicable to the Subscriber's use of the system.

- **Provide reasonable assistance** to the Subscriber in documenting or demonstrating compliance with these security standards upon request.

All security-related documentation and testing results shall be treated as confidential and shared only with authorized Subscriber personnel.

7.13 Governing Law

The parties will execute and deliver the Service Level and Support & Maintenance Agreements as part of this contract. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Furthermore, Solano County shall be the venue for all other claims, actions or proceedings that may be brought against one or both parties by a third party.

7.14 Severability & Waiver

If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions shall be deemed modified to the extent necessary in the court's opinion to render such terms or provisions enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

Either party's failure to exercise a right available to it by reason of the other party's breach shall be taken as an isolated instance and shall not be deemed to be a permanent waiver of such right.

7.15 Notice

All notices, requests and other communications permitted or required under this Agreement must be in writing, and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery upon such personal delivery; (ii) if by nationally recognized courier or mail service with real-time or near-real-time tracking, when the courier or mail service's tracking system indicates that the notice was delivered to the recipient's premises. All notices for both parties shall be sent to the addresses set forth in this Agreement.

7.16 Force Majeure

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, riots, insurrections, fires, floods, storms, explosions, earthquakes, natural disasters, epidemics, war, governmental action, or any other similar cause, which is beyond the reasonable control of such party. If any force majeure event occurs, the party delayed or unable to perform shall give immediate notice to the other party.

7.17 No Assignment

This Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign this Agreement, or any of its rights and obligations, without the written consent of the other party, which is not to be unreasonably withheld. Any internal corporate reorganization by Subscriber that does not involve any entity other than Subscriber which results in a change of name or form of legal organization of Subscriber ("Reorganization") shall not be considered an assignment hereunder, and Subscriber may engage in such Reorganization without the consent of ATIMS and without affecting its rights and obligations under this Agreement.

Subscriber acknowledges and agrees that any reorganization of ATIMS that results in a change of name or ownership shall not be considered an assignment for purposes of this Agreement. Notwithstanding the preceding sentence, in the event of a sale, acquisition, merger, or other corporate restructuring involving ATIMS, ATIMS may assign this Agreement, including all of its rights, interests, duties, and obligations hereunder, to the acquiring or successor entity (“Assignee”), provided that Assignee shall assume all of ATIMS’ obligations under this Agreement in writing and shall agree to be bound by the terms and conditions herein as if it were the original party.

7.18 Survival

All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations, and payment obligations survive the termination or expiration of this Agreement.

7.19 Entire Agreement

The terms of the Service Level Agreement (SLA) and Support & Maintenance Agreement represent the full and complete agreement between the parties and supersede any previous agreements or understandings related to the subject matter hereof whether oral or written. The Agreements may not be modified or amended except by the mutual written agreement of the parties. However, the Scope of Work may be changed to reflect additional product coverage as the Subscriber may add to the Solution or implemented additional Solutions.

Solano County:

Signature

Ian Goldberg, County Administrator

Printed Name and Title

Approved as to content:



Timothy Flanagan (Oct 10, 2025 16:28:35 PDT)

Chief Information Officer

Approved as to form:

Michael McDonald

County Counsel

ATIMS:



Signature

Felix Rabinovich, Vice President

Printed Name and Title