

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and entered into and effective **July 1st, 2024**, by and between Homeland Justice Systems, Inc., with its principal place of business at Riverside, California, ("Contractor"), and the County of Monterey, Probation Department ("County"), (collectively "the parties").

WHEREAS, County has been using the software known as Smart Probation ("Software") provided and owned by Contractor for over ten (10) years under a different licensing model;

WHEREAS, the parties now wish to convert the license to a short-term license to allow County to use the Software in its industry for a limited time, for current and historical purposes, and Contractor is willing to grant County the foregoing rights, pursuant to the terms and conditions of this Agreement; and

NOW, THEREFORE, the parties agree as follows:

1. Grant of License

1.1 **License.** Subject to the terms and conditions of this Agreement, Contractor hereby grants to County a short-term, non-exclusive, non-transferable license to use the Software for County's internal business purposes.

1.2 **Unlimited Users.** There shall be no restrictions on the number of users that County may have for the Software.

1.3 **License Fee.** The cost of the license shall be a monthly fee of \$7,500 for a total not to exceed amount of \$15,000, payable by County to Contractor.

2. Restrictions

2.1 **No Resale.** County shall not sell, lease, license, sublicense, distribute, or otherwise transfer the Software to any third party.

2.2 **Prohibited Uses.** County shall not reverse engineer, decompile, or disassemble the Software.

3. No Support or Maintenance

3.1 **No Obligation.** Contractor shall have no obligation to provide support, updates, or maintenance for the Software under this Agreement, except as outlined in Section 4.

4. Warranty Disclaimer

4.1 **No Warranty.** THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COUNTY ASSUMES ALL RISK ASSOCIATED WITH THE USE OF THE SOFTWARE.

4.2 **Use at Your Own Risk.** County acknowledges that the use of the Software is at their own risk, and Contractor is not responsible for any consequences arising from such use.

5. Limitation of Liability

5.1 **No Liability.** IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES

(INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

In the event Contractor provide on-site services on Monterey County premises, Contractor agrees to have the requisite levels of commercial general liability insurance, business automobile liability insurance, professional liability insurance, if applicable, and worker's compensation insurance, if applicable, in place prior to coming on-site, naming the County of Monterey as an additional insured. Prior to Contractor coming on-site, Contractor will provide County with the necessary insurance required as applicable and listed below:

1. A Certificate of Workers' Compensation Insurance (if applicable)
2. A Certificate of Professional Liability Insurance (if applicable)
3. A Certificate of General Liability Insurance and Auto Insurance (typically on an ACORD form) with accompanying "Additional Insured" Endorsement documents. All endorsements shall clearly state policy number.

The following is a guideline of general insurance amount requirements:

1. General Liability: One million dollars (\$1,000,000.00) per occurrence (Minimum \$2,000,000 aggregate)
2. Auto Liability: One million dollars (\$1,000,000.00) per occurrence
3. Worker's Compensation Insurance (required only if vendor has employees):
One million dollars (\$1,000,000.00) per person,
One million dollars (\$1,000,000.00) each accident,
One million dollars (\$1,000,000.00) each disease
4. ONLY if applicable: Professional Liability Insurance for the professional services (eg; doctor, architect, engineer, etc.): One million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate.

The following language requirements are mandatory:

Commercial General Liability and Auto Liability policies shall include endorsements naming "The County of Monterey, Its Officers, Agents and Employees" as additional insureds. Endorsements for General Liability and Auto Liability policies shall state that the Contractor's insurance is "primary", and the County of Monterey is "non-contributory", or copies of the complete policy which state the equivalent may be submitted in their entirety. Also, acceptable is a copy of the policy (with policy number printed on it) which states that if required by written contract, the insurance shall be "primary", and the Additional Insured shall be "non-contributory".

6. Indemnity

6.1 Mutual Indemnification. The parties agree to indemnify, defend, and hold harmless the other party from and against any claims, liabilities, damages, losses, and expenses, including, but not limited to, reasonable legal and accounting fees, arising out of or in any way connected with the use of the Software.

7. Term

This Agreement shall commence on the effective date of July 1, 2024 and shall continue through August 31, 2024.

8. Miscellaneous

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California, with the venue of courts being Monterey County, without regard to its conflict of laws principles.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

8.3 Amendment. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

8.4 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.5 Access. Contracted software services are conditioned upon provision by County to Contractor of reasonable appropriate access to the system(s) running the covered Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. Contractor will maintain security of the system and use such access only for the purposes of this Agreement and will comply with County's standard security procedures. Information accessed by Contractor agents or employees as a result of accessing Client's system shall be deemed confidential information.

County shall also use commercially reasonable efforts to provide an active voice telephone line at each site which is available continuously when required for support access.

8.6 Termination of County Access. As of September 1, 2024, no access to the Smart Probation solution will be allowed directly or indirectly and County will discontinue the use of the software as of August 31st, 2024. All installations will be removed, and usage of the Smart Probation software will be fully discontinued.

9. Payment Provisions

For the services described in this Agreement, the maximum obligation of the County will be **\$15,000**; constitutes the entire short-term license fee and is the full consideration for this Agreement. Contractor shall submit to the Probation Finance Office an invoice on a form acceptable to County.

The Probation Finance Office or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

Invoices shall be sent or mailed to:

Monterey County Probation Department
Finance Office - Attn: Accounts Payable
20 East Alisal Street
Salinas, CA 93901

255-probationfinanceap@countyofmonterey.gov

10. Contact Information

10.1 Contractor Contact. The primary contact for Homeland Justice Systems Inc. shall be:

- Name: Joseph Atalla
- Title: CEO
- Address: Riverside CA
- Phone: 951-515-4921
- Email: jatalla@homelandjustice.com

10.2 County Contact. The primary contact for Monterey County Probation shall be:

- Name: Todd Keating
- Title: Chief Probation Officer
- Address: 20 E. Alisal Street, Monterey County, CA]
- Phone: 831-755-3913
- Email: keatingt@countyofmonterey.gov

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IN WITNESS WHEREOF, County and Contractor have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
<p>By: _____ Contracts Purchasing Officer</p> <p>Date: _____</p>	<p>Signed by: _____ Homeland Justice Systems Inc.</p> <p>By: _____ Joe Atalla, President/ CEO</p> <p>Date: 10/1/2024 9:06 PM PDT</p>
<p>Approved as to Content</p> <p>Signed by: _____ Jodd Keating</p> <p>By: _____ Department Head</p> <p>Date: 10/3/2024 12:00 PM PDT</p>	<p>Signed by: _____ George Hawat</p> <p>By: _____ George Hawat, CFO</p> <p>Date: 10/2/2024 8:14 AM PDT</p>
<p>Approved as to Form</p> <p>Signed by: _____ Anne Brennon</p> <p>By: _____ Deputy County Counsel</p> <p>Date: 10/2/2024 3:15 PM PDT</p>	
<p>Approved as to Fiscal Provisions</p> <p>Signed by: _____ Patricia Ruiz</p> <p>By: _____ Office of the Auditor/Controller</p> <p>Date: 10/3/2024 10:20 AM PDT</p>	

DocuSigned by:
David Bolton
David Bolton
Risk Manager
10/3/2024 | 11:03 AM PDT