

COUNTY OF MONTEREY
Amendment No. 1 to Agreement No. A-16403
Jump Technology Services, LLC

THIS AMENDMENT No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Jump Technology Services, LLC (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement for licensing and hosting of LEAPS software for Adult Protective Services (APS) case management system for a term of July 1, 2023 through June 30, 2026 with a total contract amount of \$119,014.08 (hereinafter, "Original Agreement").

WHEREAS, the parties wish to amend the agreement via Amendment No. 1 by **adding \$84,542.72** to continue the county's use of LEAPS, **add Monthly Database Backups** and **extend the term through June 30, 2028**, for a **revised contract total of \$203,556.80**.

AGREEMENT

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, incorporated herein by this reference, except as specifically set forth below.

1. **Page 1, "ENTERPRISE SUBSCRIPTION AGREEMENT"** is hereby amended as follows:
"The term of this agreement shall be 7/1/2023 through **6/30/2028**. The maximum amount of this contract shall not exceed **\$203,556.80**."
2. **Schedule DD** replaces Schedule D and reflects the extended software subscriptions of Home Safe Reporting Modules, LEAPS 31-49, Service Credits, and **adds Monthly Database Backups through June 30, 2028**.
3. **Schedule FF** replaces Schedule F and **adds the County of Monterey Insurance Requirements for liability, worker's compensation, automobile and professional liability**.
4. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.
5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

[signature page follows]

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

CONTRACTOR:

By: _____
DSS Director or Designee

DocuSigned by:
By: Denise Brinkmeyer
1DB8811602E04D0...
(Chair, President, Vice-President)

Date: _____

President
(Print Name & Title)

Approved as to Form

Date: 6/2/2026 | 12:49 PM PDT

DocuSigned by:
By: Anne Brenton
A48091E5DE63489...
Deputy County Counsel

By: _____
(Secretary, CFO, Treasurer)

Date: 6/2/2026 | 1:52 PM PDT

(Print Name and Title)

Approved as to Fiscal Provisions

Date: _____

DocuSigned by:
By: Andrew Valentine
25834C99491E449...
Auditor Controller's Office

Date: 6/2/2026 | 3:30 PM PDT

**JUMP TECHNOLOGY SERVICES, LLC.
ENTERPRISE SUBSCRIPTION AGREEMENT**

AGREEMENT #: _____

EFFECTIVE DATE: _____

EXPIRATION DATE: _____

This agreement is made between JUMP Technology Services, L.L.C. (hereafter referred to as JUMP Technology Services) and Monterey County Department of Social Services (hereafter referred to as Customer) and will become effective upon execution and will continue in effect until the services provided for herein have been performed or until terminated as provided herein. Each of JUMP Technology Services and Customer may be referred to herein individually as a "Party" and together as the "Parties." This Agreement, including the Schedules, supersedes all prior proposals, negotiations, and communications, oral or written, between the parties with respect to the subject matter hereof; no modification or amendment to this Agreement shall be binding unless in writing and signed by representatives of both parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be affected by delivery of email or facsimile of signature pages, which shall be deemed originals in all respects.

All Customer orders must be made by properly submitting completed Schedules signed by Customer and JUMP. All Schedules shall refer to this Agreement by number and will incorporate the terms of this Agreement.

The term of this agreement shall be from **7/1/2023** through **6/30/2028**. The maximum amount of this contract shall not exceed **\$203,556.80**.

Schedule A	Definitions
Schedule B	Service Level Agreement
Schedule C	Training
Schedule D	Statement of Services
Schedule E	Business Associate Agreement
Schedule F	Certificate of Insurance

1. DEFINITIONS

Bolded terms used herein but not defined, have the meaning set forth in Schedule A.

2. LICENSED SOFTWARE

2.1 Customer will receive a personal, nonexclusive, and nontransferable license to use the Licensed Software and related documentation during the term designated on this Agreement.

2.2 Except for the rights expressly granted herein, this Agreement does not transfer from JUMP Technology Services to Customer any intellectual property and/or developed technology, and all right, title, and interest in and to such property/technology will remain solely with JUMP Technology Services. Customer shall supervise and approve access for all **Authorized Users** of the Licensed Software and shall prevent unauthorized access and use of the Licensed Software. Customer may not use any component of the System to provide services to third parties as a service bureau or data processor.

3. SERVICES

This Agreement sets forth the terms and conditions under which JUMP Technology Services agrees to provide (i) certain hosted "software as a service" ("**Subscription Services**") for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefore, a "**Platform**") to **Authorized Users**, as further set forth on each order form ("**Order Form**") and (ii) if applicable, all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management ("**Professional Services**" together with **Subscription Services**, the "**Services**") related to Customer's access to, and use of, such **Subscription Services** and each **Platform**, as further set forth on each statement of services ("Statement of Work") issued hereunder (Order Forms and Statements of Professional Services are sometimes referred to jointly as a "Statement of Services").

3.1 Platform. During the term set forth in this Agreement, JUMP Technology Services shall provide Customer (a) a non-exclusive, non-assignable, limited right to access and use the **Platform** during the Term, solely for Customer's internal business operations and subject to the terms of this Agreement and schedules; and (b) Software support as set forth in Schedule D.

3.2 Subscription Services. Each applicable **Order Form** shall specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and shall identify, each applicable **Platform**, user limitations, fees, subscription term and other applicable terms and conditions. For Licensed Software, JUMP Technology Services shall provide the Support Services as set forth in Schedule D.

3.3. Professional Services. Unless otherwise stated, **Professional Services** shall be performed on a time and materials basis at JUMP's standard rates.

3.4 Changes to Platform. JUMP Technology Services may, in its sole discretion, make any changes to any **Platform** that it deems necessary or useful to maintain or enhance (a) the quality or delivery of JUMP Technology Services' products or services to its customers, (b) the competitive strength of, or market for, JUMP Technology Services' products or services, (c) such **Platform's** cost efficiency or performance, or (ii) to comply with applicable law.

3.5 Customer Responsibilities. Customer shall approve access for all **Authorized Users** to the **Platform** and shall prevent unauthorized access and use of the **Platform** and **licensed software**. Customer shall not and shall ensure that its **Authorized Users** do not: (i) sell, resell, lease, lend or otherwise make available the **licensed software** to a third-party; (ii) modify, adapt, translate, or make derivative works of the **licensed software**; or (iii) sublicense or operate the **licensed software** for timesharing, outsourcing, or service bureau operations. Customer will maintain sufficient bandwidth and network connectivity for the operation of the **licensed software** and **subscription services** and shall have sole responsibility for installation, testing, and operations of Customer facilities, telecommunications and internet services, equipment, and software upon Customer's premises necessary for Customer's use of the **licensed software**. Customer will pay all third-party access fees incurred by Customer to access and use the **Platform** and **licensed software**.

4. **PLATFORM ACCESS AND AUTHORIZED USER**

4.1 Administrative Users. During the configuration and set-up process for each **Platform**, Customer will identify an initial administrative user account which will be configured by JUMP Technology Services account during initial implementation. Customer will be responsible for creating Customer's additional administrative accounts. JUMP Technology Services will maintain its administrative accounts to assist Customer in support of its **service level agreement**.

4.2 Authorized Users. Customer may allow such a number of Customer's employees and/or independent contractors as is indicated on Schedule D to use the applicable **Platform** on behalf of Customer as "**Authorized Users.**" **Authorized User** subscriptions are for designated **Authorized Users** and cannot be shared or used by more than one **Authorized User**. Newly **Authorized Users** must have their own account and unique email address. Customer will be responsible for monitoring active licensed users and inactive accounts that should no longer have access to the **Platform**. Customer will be responsible for requesting the next license level to add more licenses to this Agreement as needed. JUMP Technology Services audits licensed users monthly and will notify customer via the Customer Portal if Customer exceeds their contracted license limit. If Customer does not right the overage within 30 business days, JUMP Technology Services will send an invoice for the additional licenses that are being used.

4.3 Authorized User Conditions to Use. As a condition to access and use of a **Platform** each **Authorized User** shall agree to abide by the terms of use laid out in this Agreement.

4.4. Account Responsibility. Customer will be responsible for (i) all uses of any account created by Customer or created by JUMP Technology Services at customer's written request, regardless of Customer's knowledge of such use, and (ii) securing its passwords (including but not limited to administrative and user passwords) and files. JUMP Technology Services is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords of Customer user accounts. Customer shall also ensure that each **Authorized User** uses their own unique login and password when they log into the **Platform**.

5. **ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES**

5.1 Software Restrictions. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, deconstruct or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the **Platform**, **Software** (ii) modify, translate, or create derivative works based on a **Platform** or any **Software**; (iii) use a **Platform** or any **Software** for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any **Software** or a **Platform** in any manner to assist or take part in the development, marketing or sale of a product potentially

competitive with such **Software** or **Platform**. **Software** and the **Services** are the **Confidential Information** of JUMP Technology Services.

5.2 Customer Compliance. Customer shall use, and will ensure that all **Authorized Users** use, each **Platform**, **Software**, and the **Services** in full compliance with this Agreement and all applicable laws and regulations. Customer represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to the **Platform and licensed software** provided by JUMP Technology Services, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. JUMP Technology Services may suspend Customer's account and access to each **Platform** and **Services** at any time and without notice if JUMP Technology Services reasonably believes that Customer is in violation of this Agreement. Although JUMP Technology Services has no obligation to monitor Customer's use of a **Platform**, JUMP Technology Services may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

5.3 Cooperation. Customer shall provide all cooperation and assistance as JUMP Technology Services may reasonably request to enable JUMP Technology Services to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing JUMP Technology Services with such access to Customer's premises and its information technology infrastructure as is necessary for JUMP Technology Services to perform the **Services** in accordance with this Agreement.

5.4 Training and Education. Customer shall use commercially reasonable efforts to cause **Authorized Users** to be, at all times, educated and trained in the proper use and operation of each **Platform** that such **Authorized Users** utilize, and to ensure that each **Platform** is used in accordance with applicable manuals, instructions, specifications, and documentation provided by JUMP Technology Services. Customer shall be responsible for entering a help desk ticket when one-on-one new user training is needed.

5.5. Customer Systems. Customer shall be responsible for obtaining and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use each **Platform**, including modems, hardware, servers, software, operating systems, networking, web servers and the like.

5.6 Restrictions on Export. Customer shall not to transfer, or authorize the transfer of, the **Licensed Software** to a prohibited country or otherwise in violation of any such restrictions or regulations.

6. CONFIDENTIALITY

6.1 Confidential Information. With respect to **Confidential Information** of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such **Confidential Information**, that it uses to protect its own proprietary and **confidential information** of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such **Confidential Information** in strict confidence and not use, sell, copy, transfer reproduce, or divulge such **Confidential Information** to any third party, (iii) not use such **Confidential Information** for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

6.2 Compelled Disclosure. The Receiving Party may disclose **Confidential Information** of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such **Confidential Information**, in whole or in part.

6.3 Remedies for Breach of Obligation of Confidentiality. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages. Disclosing Party has the right to terminate this Agreement upon discovery of such breach.

7. PROPRIETARY RIGHTS

7.1 Ownership. Customer shall own all right, title, and interest in and to the **Customer Data**. JUMP Technology Services shall own and retain all right, title, and interest in and to (i) each **Platform**, **Software** and the **Services** and all improvements, enhancements, test scripts, documents, or modifications thereto, (ii) any software, applications, inventions, or other technology developed in connection with the **Services**, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing. JUMP Technology Services shall grant to Customer a non-exclusive, non-transferable license to use the **Platform** only for Customer's own internal purposes in connection with the **Licensed Software** and **Services**.

7.2 Customer Data and Vendor Information License. Customer hereby grants to JUMP Technology Services a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use and otherwise exploit (i) **Customer Data** to provide the

Services to Customer hereunder and as necessary or useful to monitor and improve a **Platform**, **Software**, and the **Services**, both during and after the Term. For the avoidance of doubt, JUMP Technology Services may use, reproduce, and disclose **Platform**-, **Software**- and **Services**-related information, data and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to Customer or any other identifiable individual person or entity for product improvement and other lawful purposes, all of which information, data and material will be owned by JUMP Technology Services. Customer acknowledges that it will not have access to Customer Data through JUMP Technology Services or any Platform following the expiration or termination of this Agreement except as provided in Section 9.4.

7.3 Aggregated Statistical Information. JUMP Technology Services owns the aggregated and statistical data derived from the operation of the **Platform**, including, without limitation, the number of records created by the **Platform**, the numbers and types of transactions, configurations, and reports processed and the performance results (“Aggregated Statistical Information”). Nothing in this agreement shall be construed as prohibiting JUMP Technology Services from utilizing the Aggregated Statistical Information for purposes of providing or improving its services, bench marking service performance, preparing statistics and system metrics, and marketing; provided however, that JUMP Technology Services’ use of Aggregated Statistical Information does not disclose any information that is related to an identified or identifiable individual and has been provided by Customer within the Platform (“**Customer Data**”) to any third party.

7.4 No Other Rights. No rights or licenses are granted except as expressly set forth herein.

8. FEES & PAYMENT

8.1 Fees. Customer shall pay all fees set forth herein and laid out in Schedule D.

8.2 Payment. JUMP Technology Services may choose to bill through an invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. If Customer’s undisputed invoices are thirty (30) days or more overdue, in addition to any other rights and remedies (including termination), JUMP Technology Services may suspend the Services without liability until all issues are resolved. **Customer shall pay for services within 30 days of receipt of certified invoice in the office of Auditor/Controller.**

Electronic invoices shall be sent to: solteroar@countyofmonterey.gov

Payments shall be made to:
JUMP Technology Services
P. O. Box 3452
Edmond, OK 73083

8.3 Payment Disputes. If Customer believes that JUMP Technology Services has billed Customer incorrectly, Customer must contact JUMP Technology Services no later than forty-five (45) days after the mailing date of the invoice, or received date if sent electronically, in order to receive an adjustment or credit. Inquiries should be directed to JUMP Technology Services’ customer support department or the applicable Account Manager.

8.4 No Deductions or Setoffs. All amounts payable to JUMP Technology Services hereunder shall be paid by Customer to JUMP Technology Services in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

8.5 License Overage. JUMP Technology Services reserves the right to audit Customer’s use of the **Platform**. If Customer’s use is greater than contracted, Customer shall be invoiced for any licenses used above the amount set forth herein. If any increase in fees is required, Customer shall also pay the expenses associated with the audit.

8.6 Increases. At the expiration of this contract, JUMP Technology Services may increase pricing at renewal at a rate not to exceed five percent (5%). Fees may further be increased upon prior written notice to Customer in the event JUMP Technology Services’ third-party suppliers increase such fees.

8.7 Taxes. Customer shall pay all shipping charges, as well as any taxes, fees or costs imposed by any governmental body arising as a result of this Agreement. JUMP Technology Services shall be responsible for taxes on its net income.

9. TERM AND TERMINATION

9.1 Term. This Agreement shall remain in effect until its termination as provided below (the “Term”). The term of each Statement of Services shall begin on the applicable “Services Effective Date” and continue until all Services expire or are terminated in accordance with this Agreement.

9.2 Termination. JUMP Technology Services may terminate this Agreement upon written notice to Customer if no Statement of Services is in effect. In addition to any other remedies it may have, either party may also terminate this Agreement upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days or as agreed upon by both parties after receipt of written notice of such breach from the non-breaching party. Notwithstanding the foregoing, if Customer is a state agency or a political subdivision of a state, or a federal agency or a political subdivision of the federal government, Customer may terminate this Agreement at any time (i) for convenience upon ninety (90) days’ written notice to JUMP Technology Services, or (ii) if adequate funds to pay JUMP Technology Services all fees owed hereunder are not appropriated to such Customer during the Term, unless otherwise authorized by law; provided, it is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience, substitution for another procurement system or solution, or to circumvent the requirements of this Agreement in any way. Furthermore, failure to use the **Licensed Software, Services, and Platform** or Upgrades thereto in accordance with Applicable Law is a material breach of this Agreement and cause for termination.

9.3 Effect of Termination. Upon termination of the Agreement, each outstanding **Statement of Services**, if any, shall terminate and Customer shall immediately cease all use of, and all access to, the **Subscription Services** and JUMP Technology Services shall immediately cease providing the **Professional Services**. If (i) JUMP Technology Services terminates this Agreement pursuant to the second sentence of Section 9.2, or (ii) Customer terminates this Agreement pursuant to clause (ii) of Section 9.2, all Fees that would have become payable had each outstanding **Statement of Service** remained in effect until expiration of its current term will become immediately due and payable.

9.4 Customer Data Upon Termination. Upon termination of the Agreement, all Customer Data retained by JUMP Technology Services in database files shall be made available to Customer by a SQL Server database backup file (.bak) for a period of 60 days after the termination of this Agreement. Thereafter, JUMP Technology Services shall securely destroy **Customer Data** using a method that prevents recovery of the data in accordance with industry best practices for wiping of electronic media (e.g. NIST SP 800-88r1). All Customer Data will be rendered unreadable and unrecoverable.

9.5 Survival. Sections [7.2 and 9.4] shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

10. WARRANTY AND DISCLAIMER

10.1 Warranties. JUMP Technology Services represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, Customer warrants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the **Customer Data** that is placed on, transmitted via or recorded by a **Platform** and the **Services**; (ii) the provision and use of **Customer Data** as contemplated by this Agreement and each **Platform** and the **Services** does not and shall not violate any Customer’s privacy policy, terms- of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to; and (iii) with the exception of social security numbers, no **Customer Data** will include bank routing numbers, credit card or debit card numbers, credit report information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Fair Credit Reporting Act, and the Gramm-Leach-Bliley Act. Additionally, Customer warrants that it will not enter data governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) unless JUMP Technology Services has indicated in writing in Schedule D – Statement of Services that the system provided by JUMP Technology Services is offered for the purposes of collecting protected health information.

10.2 Remedy. Customer’s sole and exclusive remedy for any breach of the warranties set forth herein or in an Order Form shall be to notify JUMP Technology Services of the applicable non-conformity, in which case JUMP Technology Services shall use commercially reasonable efforts to correct such non-conformity. Notwithstanding the foregoing, JUMP Technology

Services shall not be responsible for any non-conformity which arises as a result of (a) any act or omission of Customer, including a failure to use the **System** or **Services** in conformance with the Documentation or Applicable Law; (b) any person (other than JUMP Technology Services) making modifications to the **Platform** in any way without JUMP Technology Services' prior written consent; or (c) any failure of any component of Hardware, Sublicensed Software, or any Customer-supplied software, equipment, or other third-party materials.

10.3 No Virus Warranty. JUMP Technology Services warrants that it will provide the **Services** free of viruses, worms, time bombs, Trojan horses, corrupted files, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any systems, data, personal information, or property of another ("Malicious Code"). This warranty does not extend to Customer media files.

10.4 Security, Data and Backup Warranty. JUMP Technology Services warrants that JUMP Technology Services will use commercially reasonable efforts to safeguard and accurately maintain **Customer Data**, consistent with industry security standards and backup procedures. In the event of a breach, JUMP Technology Services shall use commercially reasonable efforts to correct **Customer Data** or restore **Customer Data** as quickly as possible, but in any case not to exceed three (3) business days. This warranty does not extend to any Third-Party Applications or Customer Data not hosted by JUMP Technology Services.

10.5 Warranty of Title. JUMP Technology Services warrants that it is the owner of the **Platform** or otherwise has the right to provide the **Services** as set forth in this Agreement without violating any proprietary rights of any third parties.

10.6 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, JUMP TECHNOLOGY SERVICES DOES NOT WARRANT THAT ACCESS TO THE **PLATFORMS, SOFTWARE OR SERVICES** WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES JUMP TECHNOLOGY SERVICES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE **SERVICES**. FURTHER, JUMP TECHNOLOGY SERVICES MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO **SERVICES** PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A **PLATFORM**, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN JUMP TECHNOLOGY SERVICES AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE **PLATFORMS, SOFTWARE AND SERVICES** ARE PROVIDED "AS IS," AND JUMP TECHNOLOGY SERVICES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10.7 Customer Warranty. Customer warrants that Customer (a) has the power and authority to enter into this Agreement, and Customer shall be responsible for all acts and omissions of all Customer affiliates and **Authorized Users**; and (b) shall use its best efforts to protect the security of the **Licensed Software** and **Services**.

11. INDEMNITY

11.1 Indemnification by JUMP Technology Services. JUMP Technology Services will defend Customer against any claim, suit, demand, or action made or brought against Customer by a third party alleging that the **Services**, or Customer's use or access thereof in accordance with this Agreement, infringes any intellectual property rights of such third party, and will indemnify and hold harmless Customer from any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) finally awarded against Customer in connection with or in settlement of any such claim, suit, demand, or action. The foregoing obligations do not apply with respect to portions or components of any **Platform** or **Service** (i) not supplied by JUMP Technology Services, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery, or granting of access, by JUMP Technology Services, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the **Services** is not strictly in accordance with this Agreement. If, due to a claim of infringement, a **Platform** is held by a court of competent jurisdiction to be or is believed by JUMP Technology Services to be infringing, JUMP Technology Services may, at its option and expense (a) replace or modify such Platform to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using such **Platform**, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for such **Platform**. This Section states Customer's sole and exclusive remedies for claims of infringement.

11.2 Indemnification by Customer. Customer shall indemnify, defend, and hold harmless JUMP Technology Services from and against any and all claims, proceedings, damages, liability and costs (including reasonable attorney's fees) incurred by JUMP Technology Services in connection with any claim arising out of (i) any breach or alleged breach of any of Customer's obligations set forth in this Agreement, and (ii) Customer's use of the **Services**, or the use by any party related to Customer, or any party acting upon Customer's authorization in a manner that is not expressly authorized by the Agreement, regardless of the type or nature of the claim. Customer shall cooperate as fully as reasonably required in the defense of any claim. JUMP

Technology services reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer and Customer shall not in any event settle any matter without the written consent of JUMP Technology Services.

11.3 Indemnification Procedures. To be indemnified, the party seeking indemnification must: (a) give the other party timely written notice of such Third-Party Claim (unless the other party already has notice); (b) give the indemnifying party authority, information, and assistance for the Third-Party Claim's defense and settlement. The indemnifying party has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnified party has the right, at its option, to join in the defense and settlement of such Third Party Claim and to employ counsel at its own expense, but the indemnifying party shall retain control of the defense. The indemnifying party has the right to settle the claim so long as the settlement does not require the indemnified party to pay any money or admit any fault without the indemnified party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

12. LIMITATION OF LIABILITY

12.1 IN NO EVENT SHALL (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER AND VENDORS HEREUNDER DURING THE FORTY-EIGHT (48) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12.2 Limitation on Actions. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of California, excluding its rules of conflicts of law. Both parties hereby consent and submit to the courts located solely in the state of California.

14. SECURITY

14.1 Data Center Procedures. JUMP Technology Services maintains the **Platform** using a third-party service provider authorized by the **Federal Risk and Authorization Management Program ("FedRAMP")**. Customer acknowledges that JUMP Technology Services cannot offer any additional or modified procedures other than those put in place by such technology provider.

14.2 Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of **Customer Data** is caused by JUMP Technology Services' breach of its security and/or privacy obligations under this Agreement, JUMP Technology Services shall provide Customer notification as required by Law and pay the reasonable and documented costs Customer incurs in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by Law) and to individuals whose Personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year after the data on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year after the data on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, JUMP TECHNOLOGY SERVICES SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR CUSTOMER USERS, AGENTS OR CONTRACTORS.

15. PUBLICITY

Customer agrees that JUMP Technology Services may identify Customer as a customer in JUMP Technology Services's promotional materials. Customer may request that JUMP Technology Services stop doing so by submitting an email to solutions@jumpfaster.com at any time. Customer acknowledges that it may take JUMP Technology Services up to 30 days to process such request. Notwithstanding anything herein to the contrary, Customer acknowledges that JUMP Technology

Services may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing, and to third parties for purposes of due diligence.

16. NOTICES

All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed according to information provided on an Order Form in the Statement of Services. All communications will be deemed to have been received on the date actually received. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

17. FORCE MAJEURE

JUMP Technology Services is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any **Authorized User**.

18. ASSIGNMENT

Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, JUMP Technology Services may assign this Agreement to an affiliate or in connection with any merger, reorganization or sale of substantially all of JUMP Technology Services' assets without any consent from Customer. For the avoidance of doubt, a third-party technology provider that provides features or functionality in connection with a **Platform** shall not be deemed a sublicensee under this Agreement.

19. RELATIONSHIP OF THE PARTIES

The relationship between Customer and JUMP Technology Services created under this Agreement shall be that of independent contractors.

20. GENERAL PROVISIONS

20.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement, together with Statement of Services entered into hereunder and all schedules, annexes and addenda hereto and thereto is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever. In the event of a conflict between this Agreement and any Statement of Services, such Statement of Services shall prevail (unless otherwise expressly indicated in this Agreement or such Statement of Services), and the enforceability of the remaining provisions shall not be impaired. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without limitation;" (iii) references to a "Section" or "Exhibit" are references to a section of, or exhibit to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings.

20.2 Purchase Orders and Acceptance of Quotes:. If Customer submits its own terms which add to, vary from, or conflict with the terms herein in Customer's acceptance of a price quote or in a purchase order, or to JUMP Technology Services' employees and/or agents in the course of JUMP Technology Services providing the Licensed Software and/or Services, any such terms are of no force and effect and are superseded by this Agreement.

20.3 Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Customer agrees not to hire, directly or indirectly, any employee or former employee of JUMP Technology Services, without obtaining JUMP Technology Services' prior written consent.

20.4 California Consumer Privacy Act. The Parties agree that the California Consumer Privacy Act under Cal. Civ. Code § 1798 et seq. ("CCPA") may be applicable to the Agreement. If applicable, JUMP Technology Services shall be deemed a "service provider" under the CCPA if JUMP Technology Services receives the "personal information" of any "consumer" for "processing" on Customer's behalf.

21. INSURANCE

JUMP Technology Services shall maintain insurance in an amount and form set forth in an approved Certificate of Insurance. Certificate of Insurance is attached as Schedule F.

Schedule DD

No.	Item	Description	Eff Date	End Date	Qty	Price	Extended
1	Home Safe Reporting Modules	Module includes: Maintenance of Home Safe Assessment, Statio portal for data correction and partner program sharing capability, download of HMIS data set, download of HSAPS19, County copy of HSAPS19, ticket system support of product module, and training materials.	07/01/2023	06/30/2024	12	\$459.28	\$5,511.36
2	LEAPS 31 - 40	LEAPS licensing and hosting for 31 to 40 users 2023-2024. Prices shown are quarterly payments due by the beginning of the quarter. HIPAA requirements.	07/01/2023	06/30/2024	4	\$8,000.00	\$32,000.00
3	Service Credit	Service credits may be exchanged for training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services. Exchange rates are based on custom quote requests or training ordered from the training catalog. Credits must be prepaid and applied to customer account prior to quote requests or	07/01/2023	06/30/2024	20	\$108.00	\$2,160.00

		training orders. (Unused service credits do not expire and can be carried forward to next contracted year.) 2023-2024					
4	Home Safe Reporting Modules	Module includes: Maintenance of Home Safe Assessment, Statio portal for data correction and partner program sharing capability, download of HMIS data set, download of HSAPS19, County copy of HSAPS19, ticket system support of product module, and training materials.	07/01/2024	06/30/2025	12	\$459.28	\$5,511.36
5	LEAPS 31 - 40	LEAPS licensing and hosting for 31 to 40 users 2024-2025. Prices shown are quarterly payments due by the beginning of the quarter. HIPAA requirements.	07/01/2024	06/30/2025	4	\$8,000.00	\$32,000.00
6	Service Credit	Service credits may be exchanged for training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services. Exchange rates are based on custom quote requests or training ordered from the training catalog. Credits must be prepaid and applied to customer account	07/01/2024	06/30/2025	20	\$108.00	\$2,160.00

		prior to quote requests or training orders. (Unused service credits do not expire and can be carried forward to next contracted year.) 2024-2025					
7	Home Safe Reporting Modules	Module includes: Maintenance of Home Safe Assessment, Statio portal for data correction and partner program sharing capability, download of HMIS data set, download of HSAPS19, County copy of HSAPS19, ticket system support of product module, and training materials.	07/01/2025	06/30/2026	12	\$459.28	\$5,511.36
8	LEAPS 31 - 40	LEAPS licensing and hosting for 31 to 40 users 2025-2026. Prices shown are quarterly payments due by the beginning of the quarter. HIPAA requirements.	07/01/2025	06/30/2026	4	\$8,000.00	\$32,000.00
9	Service Credit	Service credits may be exchanged for training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services. Exchange rates are based on custom quote requests or training ordered from the training catalog. Credits must be prepaid	07/01/2025	06/30/2026	20	\$108.00	\$2,160.00

		and applied to customer account prior to quote requests or training orders. (Unused service credits do not expire and can be carried forward to next contracted year.) 2025-2026					
10	Home Safe Reporting Modules	Module includes: Maintenance of Home Safe Assessment, Statio portal for data correction and partner program sharing capability, download of HMIS data set, download of HSAPS19, ticket system support of product module, and training materials.	07/01/2026	06/30/2027	12	\$459.28	\$5,511.36
11	LEAPS 31 - 40	LEAPS licensing and hosting for 31 to 40 users 2026-2027. Prices shown are quarterly payments due by the beginning of the quarter. HIPAA requirements.	07/01/2026	06/30/2027	4	\$8,050.00	\$32,200.00
12	Service Credit	Service credits may be exchanged for training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services. Exchange rates are based on custom quote requests or training ordered	07/01/2026	06/30/2027	20	\$108.00	\$2,160.00

		from the training catalog. Credits must be prepaid and applied to customer account prior to quote requests or training orders. (Unused service credits do not expire and can be carried forward to next contracted year.) 2023-2024					
13	Monthly Database Backup	Monthly SQL Server backup file including APSGIS table data, published to folder for client FTPS connection and download	07/01/2026	06/30/2027	12	\$200.00	\$2,400.00
14	Home Safe Reporting Modules	Module includes: Maintenance of Home Safe Assessment, Statio portal for data correction and partner program sharing capability, download of HMIS data set, download of HSAPS19, ticket system support of product module, and training materials.	07/01/2027	06/30/2028	12	\$459.28	\$5,511.36
15	LEAPS 31 - 40	LEAPS licensing and hosting for 31 to 40 users 2027-2028. Prices shown are quarterly payments due by the beginning of the quarter. HIPAA requirements.	07/01/2027	06/30/2028	4	\$8,050.00	\$32,200.00
16	Service Credit	Service credits may be exchanged for training services, data export	07/01/2027	06/30/2028	20	\$108.00	\$2,160.00

		<p>requests, data modification, refreshing training databases, custom programming, and consulting services. Exchange rates are based on custom quote requests or training ordered from the training catalog. Credits must be prepaid and applied to customer account prior to quote requests or training orders. (Unused service credits do not expire and can be carried forward to next contracted year.) 2024-2025</p>					
17	Monthly Database	<p>Monthly SQL Server backup file including APSGIS table data, published to folder for client FTPS connection and download</p>	07/01/2027	06/30/2028	12	\$200.00	\$2,400.00

Schedule FF

Insurance Coverage

Limitation of Liability and Damages

1.1. CUSTOMER Insurance not applicable. Except in the event of criminal or negligent action/inaction by the CUSTOMER, its officers, employees, contractors or agents, nothing herein shall be construed as granting to JUMP, its officers, employees, contractors or agents any insurance benefit/coverage under CUSTOMER insurance.

1.2. Insurance. JUMP will submit or cause to be submitted to CUSTOMER Certificate(s) of Insurance documenting the following insurance coverage. JUMP shall submit or cause to be submitted annually evidence of renewal in the form of updated Certificates of Insurance, at policy renewal date.

1.3. Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, JUMP shall provide workers' compensation insurance for all employees engaged in performance of duties under this Agreement, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).

1.4. Liability Insurance. JUMP shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage.

1.4.1. General Liability. Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of JUMP or any officer, agent, or employee of JUMP under this Agreement. The policy or policies shall provide that CUSTOMER will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

1.4.2. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on company owned, hired and leased vehicles used in conjunction with contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

1.4.3. Professional Liability Insurance. Errors & Omissions/ Cyber Liability coverage of not less than FIVE MILLION DOLLARS (\$5,000,000).

1.5. Limitations on Liability. The liability of the parties and the remedies of the parties shall be limited as follows:

1.5.1. Uncontrollable Events. Neither party shall bear any liability arising out of events beyond the control of such party, including but not limited to acts of God, acts of a public enemy, fires, floods, storms, earthquakes, riots, strikes, lock-outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party.

1.5.2. Consequential Damages. Neither party shall bear any liability for special, consequential, incidental or indirect damages resulting from "uncontrollable events" (including without limitation loss of anticipated income or profits, loss of goodwill, or other loss or damages), even if such party has been informed of the possibility of such damages.

1.6 Required Endorsements

1.6.1 The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1.6.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming "The County of Monterey, its Officers, Officials, Employees Agents and Volunteers agents as additional insured".

1.6.1.2 A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as

broad evidencing that the JUMP Technology's insurance is primary, and any insurance or self-insurance maintained by the Customer shall be excess and non-contributing.

1.6.2 JUMP Technology Services hereby waives its right to recover from CUSTOMER, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. JUMP Technology Services is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but JUMP Technology Services's waiver of subrogation under this paragraph is effective whether or not JUMP Technology Services obtains such an endorsement.