

## MASTER AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on January 1, 2024, between Teleosoft, Inc. ("Licensor"), with its principal place of business located at 96 South George Street Suite 350, York, PA 17401 and the County of Ventura ("Licensee"), with its principal place of business located at 800 South Victoria Avenue Ventura, CA 93009.

### RECITALS

WHEREAS, Licensor owns certain software identified herein or in the addenda attached hereto,

WHEREAS, Licensor desires to convey, and Licensee desires to receive, certain limited rights in said software pursuant to the terms and conditions contained in this Agreement,

WHEREAS, Licensor and Licensee desire to consolidate all existing license and maintenance agreements into one master agreement,

WHEREAS, Licensor and Licensee contemplate future business relations which may be contracted to via addenda to this Agreement,

NOW THEREFORE, Licensor and Licensee agree as follows:

## 1 Definitions

- 1.1** "Effective Date" means the date this Agreement is entered into, as set forth above.
- 1.2** "Software" means the computer programs and documentation listed and described under "Licensed Software" in each attached Addendum (incorporated herein as if fully set forth), as well as any archival copies of such computer programs and documentation permitted by this Agreement.
- 1.3** "Improvements" means, with respect to the Software, any and all (a) enhanced, modified, updated, or upgraded versions thereof, (b) translations, abridgments, revisions, derivative works, or other forms in which the same may be recast, transformed, or adapted, and (c) improvements thereon, regardless of whether any portion thereof is or may be validly copyrighted, patented, or protected as a trade secret.
- 1.4** "Intellectual Property Rights" means all current and future copyrights, trade secrets, patents and patent rights, and all other intellectual property rights (except for trademarks, trade names, and service marks) in any jurisdiction in the world, including

all applications and registrations with respect thereto, relating to the Software (together with all Improvements).

- 1.5** “Trademark Rights” means all current and future rights to the use of all trade names, trademarks, service marks, logos, slogans, and phrases used to describe the Software, together with the licensed rights for their use, in any jurisdiction in the world, including all applications and registrations with respect thereto.
- 1.6** “Install” means placing the Software on a computer’s hard disk, CD-ROM, or other secondary storage device.
- 1.7** “Use” means (i) executing or loading the Software into computer RAM or other primary memory, or (ii) copying the Software for archival or emergency restart purposes.
- 1.8** “User Data” means all data, information, schedules, property addresses and information, personal identities and identifying information, or other data input to the Software used by Licensee in the operation of the County department or office.
- 1.9** “Go-Live” means the first day, as agreed by the parties, that the Software is installed and used by the Licensee in the normal operation of the County department or office.

## **2 License and Use**

- 2.1** Grant of License. Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a perpetual, non-exclusive, non-assignable license to install and use the Software on one (1) Server computer in Licensee’s possession (the “License”). Licensee may make one (1) archival copy of the Software per computer on which its use is authorized, in non-printed, machine-readable form, in whole or in part, provided that such copy is for Licensee’s own use and that no more than that single copy is in use at any time. Licensee will make no other copies of the Software except as authorized herein. Title to the Software will remain vested in Licensor, and nothing in this Agreement will give or convey any right, title, or interest therein to Licensee except as a licensee under the terms of this Agreement.
- 2.2** Use of Software. Licensee may allow an unlimited number of its authorized employees to use the Software for the County department or office, provided that such employees have received proper training in the application and use of the Software. With the exception of public-facing web pages intended for the general public or for registered, third-party users, Licensee shall not permit use of the Software by any other person without the express written consent of Licensor. Nothing in this Agreement shall be interpreted as granting any right to Licensee to sell,

lease, sub-license, assign, or otherwise permit copying or transmittal of the Software by or for the benefit of any other person.

### **3 Price and Payment Terms**

Licensee will pay Licensor for Licensor's work pursuant to the terms and conditions set forth in the addenda.

### **4 Term and Termination**

- 4.1** This Agreement shall remain in force until terminated as provided herein.
- 4.2** Either party may terminate this Agreement without cause upon ninety (90) days written notice. In the event of termination without cause, Licensee agrees to pay Licensor for all of Licensor's Work performed up to the date of termination. Licensor and Licensee shall take all actions necessary to mitigate costs during the period between the date of notice and the effective date of termination, and specifically shall perform only such work during this time which shall be agreed between the parties to be essential to the ongoing operations of Licensee.
- 4.3** Either party may terminate this Agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.
- 4.4** Termination of any addenda to this Agreement shall not constitute termination of this Agreement; however, termination of this Agreement shall terminate all addenda to this Agreement.
- 4.5** Upon termination of this Agreement, Licensee will (i) return all copies of the Software to Licensor without demand or notice, or (ii) permanently delete or destroy all copies of the Software in its possession and submit to Licensor a sworn affidavit signed by Licensee attesting to such destruction.

### **5 Addenda**

- 5.1** This Agreement contains all the legal terms and conditions governing the contractual relationship between the parties. From time to time, the parties may agree to add or modify products or services to be provided by Licensor to Licensee. Each such addition or modification shall be evidenced by an Addendum describing in detail the additional products or services to be added or modified, together with any applicable pricing or payment terms. Each such Addendum shall be subject to the terms and conditions of this Agreement unless otherwise specifically set forth in such Addendum or specifically set forth in an amendment to this Agreement.
- 5.2** Each contract existing between the parties at the date this Agreement (if any) shall

become subject to the terms of this Agreement by incorporation herein as an addendum to this Agreement.

## 6 Confidentiality

- 6.1 Confidential Information Defined.** For purposes of this Agreement, “Confidential Information” shall mean: (i) any and all information, data, source code, stored procedures, knowledge, technology, and know-how relating to the design, production, manufacture, programming, and operation of the Software, whether in electronic, written or verbal form, provided or developed by Licensor and provided to Licensee under this Agreement, and (ii) any and all other data or information that is clearly labeled or identified as confidential or proprietary when disclosed by Licensor to Licensee. Licensee shall have no obligation with respect to information that (i) is public or becomes known to the public through no breach of Licensee, (ii) is independently developed by Licensee, (iii) is known to Licensee prior to its receipt from Licensor, (iv) is rightfully received from a third party, (v) is declared no longer confidential by Licensor, or (vi) is required to be disclosed by law.
- 6.2 Standard of Care for Confidential Information.** Licensee shall protect all Confidential Information with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
- 6.3 Restricted Disclosure.** Except as expressly permitted by the terms of this Agreement, Licensee shall not use for its own benefit (or for the benefit of any third party), or disclose, publish, release, transfer or otherwise make available to any third party, any Confidential Information without Licensor’s prior written consent, unless required by law.

## 7 Ownership and License of Intellectual Property Rights

- 7.1 Exclusive Rights of Licensor.** As between Licensor, Licensee, and any end-user of the Software, Licensor retains exclusive ownership of all Intellectual Property Rights and Trademark Rights. Except as expressly licensed in this Agreement, all right, title, and interest to or in any such Intellectual Property Rights and Trademark Rights are reserved to Licensor.
- 7.2 Improvements.** As between Licensor, Licensee, and any end-user of the Software, Licensor will exclusively own all Intellectual Property Rights in and to all Improvements made to the Software. Except as expressly provided in this Agreement, all right, title, and interest to or in any such Improvement is reserved to Licensor.
- 7.3 User Data.** Ownership of all User Data input or otherwise provided by Licensee or any permitted end user shall remain exclusively with Licensee.
- 7.4 Proprietary Rights Protection.** Except as expressly permitted herein, neither Licensee nor any other person or entity may reproduce, alter, adapt, modify, create

Improvements to, distribute, sublicense, transfer, rent, lease, loan, timeshare, otherwise make available to third parties, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software. Licensee shall place copyright, trademark, and other proprietary rights notices on all copies of the Software.

## **8 Licensee's Obligation to Notify of Infringement**

Licensee will immediately notify Licensors of any infringement or attempted infringement of Licensors' rights in the Software of which it becomes aware. Licensee will affirmatively cooperate with Licensors in any legal or equitable action that Licensors may undertake to protect any of its rights in connection with the Software.

## **9 Software Warranty and Disclaimer**

- 9.1** Warranty of Ownership and Use. Licensors warrants: (i) that it is the lawful owner of all right and title to the Software and that it has the right to enter into this Agreement with Licensee; (ii) that to the best of its knowledge, the Software does not infringe any patent, copyright, trademark, or other proprietary right of a third party; and (iii) that the Software can be used by Licensee pursuant to this Agreement without infringing upon the proprietary rights of any third party.
- 9.2** Limited Product Warranty. Licensors warrants that, for a period of ninety (90) days from the Go-Live date (the "Warranty Period"), that the Software shall operate substantially in accordance with the specifications contained in the documentation that accompanies the Software.
- 9.3** Warranty Procedures. In the event that Licensee believes that the Software does not conform to the limited product warranty described in the preceding section, Licensee shall notify Licensors thereof describing with particularity the problems encountered. In the event that Licensors determines that software coding errors or other software defects exist, Licensors shall take one of the following actions, at Licensors' sole discretion: (1) correct such software coding errors or other software found by Licensors to be defective, or (2) refund to Licensee the license fee paid to Licensors under this Agreement. If Licensors chooses the first action, Licensors shall arrange to provide appropriate troubleshooting, repair, or programming services (either on-site or by remote access, at Licensors' discretion) to repair, correct or resolve the problem. Licensors' obligation to provide service and resolve problems under this warranty shall extend only to such problems duly reported to Licensors during the Warranty Period.
- 9.4** Warranty Exclusions. In the event that Licensors has provided service under this warranty and the problem is later determined to be caused either: (i) by an error in the use of the Software rather than a fault or error in the Software itself, (ii) by failure to follow Licensors' operating instructions or the operating instructions of any other software program manufacturer or vendor of any software included in any related program application, (iii) by a hardware error, including but not limited to design error or hardware malfunction, (iv) by modification of the Software without Licensors' prior

written consent, or (v) by a software error in any program code other than the Software, then Licensor reserves the right to, at its option, to charge Licensee at Licensor's standard labor rates for the service time expended by Licensor in investigating the reported problem and reaching such determination.

- 9.5** Disclaimer of Warranty Liability. THE LIMITED WARRANTY SET FORTH ABOVE IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE SOFTWARE, AND LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REMEDIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER THE SAME ARE WRITTEN, VERBAL, IMPLIED, OR STATUTORY.

## 10 Limitation of Liability

- 10.1** Neither party will be liable to the other for special, indirect, or consequential damages incurred or suffered by the other arising as a result of or related to the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages.
- 10.2** Licensor's total liability under this Agreement with respect to the Software, regardless of cause or theory of recovery, will not exceed the actual amount paid by an insurer as a result of any claim made under Licensor's General and Professional liability insurance policies.
- 10.3** Licensee will indemnify and hold harmless Licensor, its officers, agents, and employees (Licensor's Indemnitees) against any claims, damages, and actions of any kind or nature, including reasonable costs, expenses, and attorneys' fees, related to and to the extent proximately caused by Licensee's unauthorized or improper use of the Software.
- 10.4** Licensor will indemnify and hold harmless Licensee, its officers, agents, and employees (Licensee's Indemnitees) against any claims, damages, and actions of any kind or nature, including reasonable costs, expenses, and attorneys' fees, related to and to the extent proximately caused by the negligence of Licensor, its agents, subcontractors, and employees, related to or in the performance provided by Licensor pursuant to this Agreement.
- 10.5** If judgment is entered against Licensor and Licensee by a court of competent jurisdiction because of the concurrent negligence of Licensor (or Licensor's Indemnitees) and Licensee (or Licensee's Indemnitees), Licensor and Licensee agree that liability will be apportioned as determined by the court.

## 11 Insurance

- 11.1** **Minimum Scope and Limits.** Licensor shall obtain and maintain during the life of this Agreement the following insurance coverages:

**11.1.1** Commercial General Liability, including but not limited to premises-operations,

products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury, with a minimum policy limit of One Million Dollars (\$1,000,000), combined single limits, per occurrence, and aggregate.

**11.1.2** Commercial Automobile Liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of One Million Dollars (\$1,000,000), combined single limits, per occurrence, and aggregate.

**11.1.3** Professional Liability and Cybersecurity insurance, with a minimum policy limit of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

**11.1.4** Workers' Compensation insurance as required by the State of California.

**11.2 Additional Insured.** Licensee shall be considered an Additional Insured under Licensor's General and Professional liability policies by virtue of the inclusion of this written provision.

**11.3 Certificates of Insurance.** Licensor shall provide to Licensee certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by Licensee, prior to performing any services under this Agreement.

## 12 Relation of Parties

Nothing in this Agreement will create or imply an agency relationship between Licensor and Licensee, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

## 13 Notice

**13.1** All notices, requests, demands, consents, or other communications ("Notices") which are required or permitted to be given under this Agreement shall be subject to the following requirements:

**13.2** How Given. Notices may be given electronically or in writing. If given electronically, Notices shall be confirmed by written communication. All Notices given or confirmed by written communication shall be delivered by certified mail (return receipt requested) or by nationally recognized overnight delivery service.

**13.3** Where Delivered. All Notices must be addressed to the appropriate party at the addresses set forth below. Either party may designate, by Notice to the other, substitute addressees or addresses for Notices; and thereafter, Notices must be directed to those substitute addressees or addresses.

If to Licensor: Teleosoft, Inc.  
96 South George Street  
Suite 350

York, PA 17401  
Attn: Contracts  
E-mail: [contracts@teleosoft.com](mailto:contracts@teleosoft.com)

If to Licensee: Ventura County  
Address: 800 South Victoria Avenue Ventura, CA 93009  
Attn: County Contact  
E-mail: County Email

- 13.4** When Effective. Notices delivered electronically will be effective on the date of transmission; provided, however, that written confirmation thereof is sent by certified mail or by nationally recognized overnight delivery service within two (2) business days from the date of transmission.

## **14 Audit**

Licensor reserves the right to periodically audit Licensee to ensure that Licensee is not using the Software in violation of this Agreement, the Software License Agreement, or any Order. During Licensee's standard business hours and upon prior written notice, Licensor may visit Licensee and Licensee will make available to Licensor or its representatives any records pertaining to the Software to Licensor.

## **15 Severability**

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

## **16 Force Majeure**

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

## **17 No Waiver**

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

## **18 Entire Agreement**

This Agreement, together with any attachments or addenda referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all



prior agreements, proposals, negotiations, representations, or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

## 19 Continuing Obligations

The provisions of Section 6 (Confidentiality) and Section 7 (Ownership and Licenses of Intellectual Property Rights) of this Agreement shall survive the expiration, termination, or cancellation of this Agreement by either Party for any reason, and any disputes, claims or controversies arising from such continuing provisions may be enforced by either Party under the applicable provisions of Section **Error! Reference source not found.** (Disputes).

## 20 Support and Maintenance

### 20.1 Scope

**20.1.1** Maintenance Services: The following are the Maintenance Services that will be performed by Licensor in connection with the Software. Licensor shall:

**20.1.1.1** Develop and provide corrections, changes, or workarounds ("Corrections") for any defects, errors, or malfunctions in the Software (collectively, "Defects"), discovered by Licensee (see Section 20.1.2: Reporting Procedures).

**20.1.1.2** Provide to Licensee all improvements, modifications, and enhancements to the Software which Licensor shall make or acquire from time to time and which Licensor makes available to its clients generally. An enhancement is any improvement made that increases the functionality, performance, or usability of the software. Enhancements typically fall into one of three categories: compliance, environment, or functionality. A compliance enhancement is a response to a governing body requirement that affects procedures for the office using the software (e.g., a change in the rules of civil process). An environmental enhancement is a response to or implementation of a technology platform update, in order to maintain compatibility or improve performance, security, etc. A functional enhancement is any modification of the Software's features or functionality (e.g., a new menu selection or a new report).

**20.1.1.3** Documentation of the above shall be provided at no additional cost and shall be adequate to inform Licensee of any problems resolved and any significant differences resulting from the improvement that are known by Licensor. Licensor warrants that each such general improvements, modifications, and enhancements have been tested and shall perform according to the Specifications. Licensor agrees to correct, at no cost to the Licensee, corrupted Data that may result from any system deficiency introduced by the Improvements.

20.1.1.4 Continuous Improvement. Contractor shall on an ongoing basis, as part of its total quality management process, identify, report to Licensee, and implement ways to improve performance of the System and identify and apply techniques and tools from other Licensor installations that would benefit Licensee either operationally or financially.

20.1.1.5 Performance Standard Measurement. Licensor shall maintain the System, in whole and in part, to meet all performance standards. Licensor will conduct tests for measuring and certifying the achievement of the performance standards. Licensor must implement all testing, measurement and monitoring tools and procedures required to measure and report Licensor's performance of the System against the applicable Performance Standards. Such testing, measurement and monitoring must permit reporting at a level of detail sufficient to verify compliance with the Performance Standards and will be subject to audit by Licensee. Licensor will provide Licensee with information and access to all information or work product produced by such tools and procedures upon request for purposes of verification.

20.1.1.6 Provide Licensee any upgrade releases ("Upgrade Releases") to the Software and all new Versions and Releases of the Software, which Licensor makes available to its clients generally.

20.1.1.7 At all times provide Maintenance Services for at least the current and one (1) previous Release of the Licensed Software; provided, that Licensor's obligation to maintain a previous Release will terminate 120 days after the current Release was made available to Licensee.

## **20.1.2 Reporting Procedures**

20.1.2.1 The first line of support will be the Licensor's Help Desk, who will contact the Licensee's IT Help Desk.

20.1.2.2 Support calls and/or emails will be returned within one (1) business day. This response time may vary in any given call, based on telecommunications and internet availability and other factors. Licensor's only agreement herein with respect to such response time is to maintain functioning systems in place to permit achievement of such response times in more than eighty percent (80%) of such calls from all customers.

20.1.2.3 The Licensor shall maintain a technical support entry point ("Support Center") in Pennsylvania, identified by a dedicated phone number and e-mail address. Licensee may use this entry point to request service of the Covered Software. The Support Center operates during business hours, 8:00 a.m. to 5:00 p.m. (customer local time), Monday through Friday, excluding legal holidays.

20.1.2.4 This technical support entry point will also coordinate problem resolution and keep the Licensee apprised of efforts to remedy any problem situation until complete restoration of the service.

### 20.1.3 Coverage

20.1.3.1 Licensors assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Licensee has made changes to the system hardware / software configuration or modifications to any supplied source code which changes affect the performance of the Covered Software and were made without prior notification and written approval by Licensor.

20.1.3.2 Licensors assumes no responsibility for hardware vendor operating systems or other system software.

20.1.3.3 For the purpose of maintaining and supporting more current platform(s), both Licensee and Licensor agree that a currently supported Microsoft Environment is the most current release, and the previous releases detailed below.

Client Operating System	
Name	Release Date
Windows 10	July 2015

Server Operating System	
Name	Release Date
Windows Server 2022	August 2021
Windows Server 2019	November 2018

SQL Version	
Name	Release Date
SQL Server 2022	2022
SQL Server 2019	2019

- Both the Licensee and Licensor agree to maintain support for the most current and previous releases as detailed above for all software necessary for the support of the product provided to County.

- Licensors agree to monitor the release of all software necessary for the support provided to Licensee and update “server” and “client” applications to stay current with these versions.
- Licensors agree to maintain a version control number which will allow for similar tracking and support for both “server” and “client” applications. Licensors application versions should have a similar life span as the software required to support them. Licensee agrees to move to one of the most current three versions once notified by Licensors that such a release is required because a prior version is no longer supported. Licensors agree to give Licensee 180 days’ notice should there be such a release.

**20.1.3.4** Coverage is limited to the Software operating at the following Licensee site(s):

Ventura County, CA

**20.1.4** Change Management. The parties shall develop a mutually agreeable change management process. At a minimum, such process shall require Licensors to notify Licensee and obtain Licensee’s approval prior to implementing any material changes to the services provided by Licensors hereunder or any changes that could materially affect Licensee’s use of the Software as contemplated in this Agreement.

## **20.2** Price and Payment

Licensee will pay Licensors for Maintenance Services pursuant to the terms and conditions set forth in the addenda.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

**Licensor:**  
Teleosoft, Inc.

**Licensee:**  
Ventura County, CA

**Signed:** \_\_\_\_\_  
**Print:** \_\_\_\_\_  
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