

EXHIBIT D-2

SHERIFF'S OFFICE SUBLICENSE AGREEMENT

This Sheriff's Office Sublicense Agreement ("Sublicense Agreement") is entered into effective as of July 1, 2022 ("Effective Date"), by and between the Traver Joint School District ("District/School"), the Tulare County Superintendent of Schools ("TCOE"), and the Tulare County Sheriff's Office ("Sublicensee"). District/School, TCOE, and Sublicensee may be referred to individually as "Party" and collectively as "Parties" in this Sublicense Agreement.

RECITALS

A. **WHEREAS**, District/School has a current license to use certain proprietary software developed and wholly owned by TCOE, commonly known as the School Safety Software Program, as such name may be changed from time to time ("School Safety Software Program"), which is more fully described in **Attachment 1**; and,

B. **WHEREAS**, TCOE has granted District/School the right to sublicense use of the School Safety Software Program pursuant to that certain Software User Agreement between District/School and TCOE; and,

C. **WHEREAS**, the School Safety Software Program is designed to promote cooperation between participating schools and school districts and participating law enforcement agencies, fire departments, and emergency personnel ("Safety Agencies" or "Safety Agency") during an Emergency, as defined in **Attachment 1**, on school campuses with the ultimate goal of protecting students, employees, and community members; and,

D. **WHEREAS**, Sublicensee has determined that the District/School's Campuses (as defined in **Attachment 1**) are within the jurisdiction of the Sublicensee; and,

E. **WHEREAS**, in order to enable Safety Agencies to quickly and efficiently respond to emergencies on District/School Campuses, and to benefit the safety of the community at large, District/School wishes to grant Sublicensee a sublicense and Sublicensee hereby desires to accept the sublicense, to use the School Safety Software Program in accordance with the terms and conditions set forth in this Sublicense Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the Parties hereto agree as follows:

SUBLICENSE AGREEMENT

1. Sublicense. Subject to the terms and conditions of this Sublicense Agreement, District/School hereby grants, and Sublicensee hereby accepts, a nonexclusive, non-transferable Sublicense to use the School Safety Software Program ("Sublicense"). A fully executed copy of this Sublicense Agreement shall be provided to TCOE for recordkeeping.

2. Services. The Sublicense shall give Sublicensee access to the following services provided by TCOE:

(a) Installation. Assistance with the School Safety Software Program installation on Sublicensee hardware.

(b) Training. As set forth in **Attachment 2**, TCOE shall provide District/School and Sublicensee personnel with a set number of training hours, which may be delivered in various formats, including, but not limited to online, in-person, or via pre-recorded videos and written materials. Training sessions shall be scheduled and coordinated by District/School, Sublicensee, and TCOE and shall be mandatory for all District/School and Sublicensee personnel who will operate and have access to the School Safety Software Program.

(c) Maintenance and Support. TCOE Maintenance and Support services as defined in **Attachment 2**.

(d) New Releases and Updates. All new software releases and updates during the term of the Sublicense Agreement.

3. Term, Termination, and Survival.

(a) Term. The term of this Sublicense Agreement shall commence upon the Effective Date, shall run concurrently with the District/School's Software User Agreement with TCOE ("Term"), and shall automatically terminate upon the cancellation or expiration of District/School's Software User Agreement with TCOE. The Sublicense shall automatically renew upon renewal of the District/School's License Agreement with TCOE, unless earlier terminated pursuant to the terms of this Sublicense Agreement.

(b) Termination for Convenience. Either Party may terminate this Sublicense Agreement by providing the other Party and TCOE at least thirty (30) days prior written notice.

(c) Effects of Termination. Following any termination or cancellation of this Sublicense Agreement: (i) Sublicensee will, immediately upon District/School's request, either destroy or return to District/School all copies of the School Safety Software Program, documentation, materials, and Proprietary Information, as defined in Section 4 below; (ii) Sublicensee shall immediately give notice to its personnel authorized to use the School Safety Software Program that use of the School Safety Software Program must be suspended immediately with respect to District/School and all copies of the School Safety Software Program, documentation, materials, and Proprietary Information returned to District/School or destroyed; and (iii) Sublicensee shall provide written notice to District/School and TCOE within 30 days of the termination of this Sublicense Agreement attesting that all copies of the School

Safety Software Program, documentation, materials, and Proprietary Information have been destroyed or returned to District/School. A template notice form is attached hereto as **Attachment 3**.

(d) Fee. Sublicensee shall not be assessed a fee for the Sublicense.

(e) Survival. Sections 4, 5, 6, 7, and 8 of this Sublicense Agreement shall survive the expiration and termination of this Sublicense Agreement for any reason.

4. Proprietary Information and Intellectual Property.

(a) Proprietary Information. Sublicensee understands and acknowledges that TCOE developed and owns certain intellectual property that TCOE used in the development of the School Safety Software Program, including but not limited to, source code, software tools or documentation, trade secrets, reports, memorandum, training manual and materials, data visualizations, files, input materials, output materials, software, and any other data or materials provided or made available to the Sublicensee under this Sublicense Agreement ("Proprietary Information"). In addition, TCOE shall own all other ideas, concepts, themes, documentation or other intellectual property or copyrightable material conceived, developed, created, written or contributed which improves, enhances, or directly impacts any Proprietary Information, excepting any public domain data or information. Sublicensee further acknowledges and agrees that the rights of whatever nature in the Proprietary Information are and shall remain the property of TCOE, and nothing in this Sublicense Agreement shall be construed as assigning or transferring the ownership of any such rights to Sublicensee or any third party.

(b) Ownership. Title to and ownership of the School Safety Software Program and all applicable proprietary rights including, but not limited to, rights in patents, copyrights, author's rights, trademarks, trade names, Proprietary Information, graphic design and design elements, know-how and identified trade secrets in the School Safety Software Program, shall remain at all times with TCOE. Sublicensee shall not reverse engineer, decompile or disable the School Safety Software Program or any portion thereof, nor otherwise attempt to create or derive the source code of the School Safety Software Program. Except for the rights set forth in this Sublicense Agreement, no other right or license with respect to any intellectual property is granted under this Sublicense Agreement.

(c) Know-How. Sublicensee acknowledges that Know-How is and shall at all times be and remain the sole and exclusive property of TCOE, and Sublicensee shall derive no rights, title or interest therein except as expressly set forth in this Sublicense Agreement. "Know-How" means all technical and other information, or knowledge useful for the use or implementation of the School Safety Software Program that is necessary or convenient to use/implement the School Safety Software Program and which is not in the public domain, including without limitation, concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, assays, research plans, procedures, processes, designs for experiments and tests and results of experimentation and testing (including results of research and development), and process (including manufacturing processes, specification and techniques), and includes any rights including but not limited to patent, copyright, trade secret or non-disclosure agreements or design rights protecting any of the foregoing. The fact that an item is known to the public shall

not be taken to exclude the possibility that a compilation including the item, or a development relating to the item, is or remains not known to the public.

5. Confidentiality. If any third party requests copies of, or access to, the School Safety Software Program or Proprietary Information pursuant to the California Public Records Act or any other applicable law, Sublicensee will provide the TCOE notice of such request as soon as reasonably practicable.

6. Privacy. Sublicensee shall take all reasonable steps to protect student data, records, and information provided by District/School and made available to Sublicensee through the School Safety Software Program. The Parties acknowledge that information provided through the School Safety Software Program is not considered a student record under the Family Educational Rights and Privacy Act (FERPA) and any student information included within the School Safety Software Program shall be limited to "directory information" as defined in Title 34 section 99.3 of the Code of Federal Regulations.

7. Limited Warranty.

(a) Software Warranty. Sublicensee acknowledges and understands that TCOE warrants that the School Safety Software Program as delivered will materially comply with the published specifications by TCOE for the School Safety Software Program. TCOE's obligations under this warranty are limited to providing District/School and Sublicensee with properly operating versions of the School Safety Software Program. TCOE does not warrant that the operation of the School Safety Software Program will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, SUBLICENSEE ACKNOWLEDGES THAT THE SCHOOL SAFETY SOFTWARE PROGRAM IS NOT AND CANNOT BE MADE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY.

(b) No Other Warranty. SUBLICENSEE ACKNOWLEDGES AND UNDERSTANDS THAT EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SCHOOL SAFETY SOFTWARE PROGRAM IS PROVIDED "AS IS" AND TCOE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ALL TECHNOLOGY, THIRD PARTY AND OPEN SOURCE MATERIALS, SOFTWARE OR DERIVATIVE WORKS PROVIDED OR OTHERWISE SUBLICENSED TO SUBLICENSEE IN CONNECTION WITH THIS SUBLICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. SUBLICENSEE FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT TCOE DOES NOT GUARANTEE THE SAFETY OF ANY STUDENTS, STAFF, SUBLICENSEE OR DISTRICT/SCHOOL PERSONNEL, OR ANY OTHER PERSON.

8. Indemnification. Each Party shall be solely responsible for the actions of their respective directors, officers, governing boards, members of their governing boards, employees, and agents. Each Party shall indemnify, defend, protect, hold harmless, and release ("Indemnifying Party") the other Parties' and their respective directors, officers, governing boards, members of their governing boards, employees, and agents ("Indemnified Parties") from and against any and all claims of any nature whatsoever, losses, causes of action, judgments,

costs (including attorney's fees) (collectively "Claims"), including but not limited to any such Claims for injury, death, or damage to property arising out of or in connection with, or caused by an act, omission, or negligence of the Indemnifying Party related to this Sublicense Agreement.

9. Non-Authorized Use of the School Safety Software Program.

(a) Sublicensee shall not use or access the School Safety Software Program except in the event of an Emergency, as defined in **Attachment 1**, and solely for the purposes set forth in **Attachment 1**. Sublicensee shall take all reasonable steps to ensure that only authorized and trained Sublicensee personnel use and have access to the School Safety Software Program. Sublicensee acknowledges and understands that Sublicensee is solely responsible for managing and monitoring its personnel's User accounts, as defined in **Attachment 1**, and that unauthorized use of the School Safety Software Program shall make the Sublicense immediately voidable by TCOE and/or District/School.

(b) Immediately upon becoming aware of any unauthorized use or access of the School Safety Software Program, Sublicensee shall notify District/School and TCOE, and shall fully cooperate with an investigation of and response to the incident.

(c) The School Safety Software Program Director, as defined in **Attachment 1**, or other designee shall provide District/School and School Primaries, as defined in **Attachment 1**, a minimum of forty-eight (48) hour prior notice before accessing a Campus surveillance system for training purposes.

10. No Assignment. Sublicensee may not assign this Sublicense Agreement or transfer its obligations hereunder without the prior written consent of TCOE and District/School.

11. Amendments, Waivers and Severability. Except as otherwise provided herein, this Sublicense Agreement may be amended only by written agreement duly signed by both Parties. Any provision of this Sublicense Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate or render unenforceable the remaining provisions of this Sublicense Agreement.

12. Representations. Each Party represents and warrants that (i) it has the right and authority to enter into this Sublicense Agreement and perform its obligations, covenants and promises hereunder, (ii) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation, (iii) the execution, delivery and performance of this Sublicense Agreement has been duly authorized by all requisite corporate action, (iv) this Sublicense Agreement constitutes the legal, valid and binding agreement of such Party, enforceable against it in accordance with its terms, and (v) it has obtained all authorization, approvals, consents or permits required to perform its obligations under this Sublicense Agreement under all applicable law and regulation.

13. Insurance. Each Party shall be self-insured or maintain an insurance policy, with sufficient coverage and limits to cover claims arising out of or related to this Sublicense Agreement. Each Party shall provide documentation verifying the Party's coverage and limits

upon the written request of another Party. Each Party shall notify the agency within five (5) days of any changes to the Party's policy or limits.

14. Worker's Compensation Insurance. Each Party shall be responsible for maintaining workers compensation insurance coverage during the term of this Sublicense Agreement in accordance with applicable law.

15. Relationship of the Parties. Nothing contained in this Sublicense Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the District/School, Sublicensee, and TCOE. The relationship between these Parties will at all times be that of independent contractors. No Party will have authority to contract for or bind another in any manner whatsoever. This Sublicense Agreement confers no rights upon any Party except those expressly granted herein.

16. Entire Sublicense Agreement. This Sublicense Agreement, along with any exhibits attached and referenced in this Sublicense Agreement, constitutes the final and complete understanding between the Parties and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the Parties with respect to the subject matter contained in this Sublicense Agreement.

17. Interpretation. This Sublicense Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in this Sublicense Agreement are for reference only and will not affect the interpretation of this Sublicense Agreement.

18. Applicable Law and Venue. This Sublicense Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Sublicense Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to any motion for transfer of venue.

19. Dispute Resolution. Any and all disputes arising out of the interpretation or performance of this Sublicense Agreement shall be subject to the following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated below, each may pursue a remedy as entitled to them by law.

(a) The disputing Party shall provide written notice of the dispute to the other party. Thereafter, District/School's designee shall meet with the Sublicensee's designee within thirty (30) days to attempt informal resolution of the dispute.

(b) If the Parties cannot reach a resolution pursuant to subsection (a) above, District/School and Sublicensee shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties. The format of the mediation shall be developed jointly by District/School and Sublicensee, and shall incorporate informal rules of evidence and procedure, unless both Parties agree otherwise. Notwithstanding the foregoing, the findings or recommendations of the

mediator shall be non-binding, unless District/School and Sublicensee jointly agree to bind themselves.

(c) District/School shall provide written notice of a dispute to TCOE within forty-eight (48) hours if the Parties cannot resolve a dispute through mediation.

20. Notices. Any notice, request, demand, approval, consent, instruction, or other communication to be given to any Party hereunder shall be delivered by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged as follows:

If to District/School:

Traver Joint School District

Attention: Steve Ramirez Superintendent

36736 Canal Drive, Traver, CA 93673

sramirez@traversd.com

If to Sublicensee:

Tulare County Sheriff's Office

Attention: Tom Sigley, Under-sheriff

833 S. Akers St., Visalia, CA 93277

tsigley@tularecounty.ca.gov

If to TCOE:

Tulare County Superintendent of Schools

Attention: Frank Silveira

7000 W. Doe Ave

Visalia, CA 93291

frank.silveira@tcoe.org

Each Party shall give the other Party written notice within seven (7) days of any change to the designee identified above.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have entered into this Sublicense Agreement as of the Effective Date.

TRAVER JOINT SCHOOL DISTRICT

Date: 4/20/23

By: 

Print: Steve Ramirez

Its: Superintendent

Date: _____

TULARE COUNTY SHERIFF'S OFFICE

By: _____

Print: Tom Sigley

Its: _____

Date: 4/14/23

**TULARE COUNTY SUPERINTENDENT
OF SCHOOLS**

By: 

Print: Tim Hire

Its: SUPERINTENDENT

Sheriff's Office Sublicense Agreement – Attachment 1

SCHOOL SAFETY SOFTWARE PROGRAM SCOPE OF SERVICE

1. **Definitions.** In addition to the defined terms set forth in the Agreement which are incorporated herein, the following capitalized terms shall have the following meanings:

(a) **Campus.** A participating District/School site or facility, including but not limited to a District/School Office, or other District/School building located within the jurisdiction of a participating Safety Agency.

(b) **Emergency.** A violent attack, crippling natural or human made disaster, mass destruction, terrorist activity, or threatened terrorist act taking place at a Campus. To warrant use of the School Safety Software Program the threat must be ongoing and must create a clear and present danger of physical injury or death to students, staff, personnel, and others on Campus. The nature of the Emergency must be of such magnitude that immediate call for law enforcement or other public safety personnel presence is warranted. Examples of an Emergency are: (i) school shooting; (ii) a hostage situation; (iii) riots; and (iv) fire, flood, or earthquake. For purposes of clarity, the following are examples of events which **shall not** be considered an Emergency and for which access to the School Safety Software Program shall not be authorized or permitted: (1) outstanding bench warrant, (2) arrest warrant; (3) warrantless arrest; (4) criminal investigation; (5) background checks; (6) missing person investigations; (7) interrogations; and/or (8) witness identification.

2. **Account Types**

(a) **School Safety Software Program Director.** Agency staff selected by the Agency Primary to receive training on all the School Safety Software Program functionalities. School Safety Software Program Director(s) shall have full School Safety Software Program privileges, including access to surveillance systems.

(b) **Agency/District/School Primary.** The User with the highest level of authority at the Agency and District/School level, with full access privileges. For Agencies, this will be assigned to the Office or Department Chief of Law Enforcement, Fire Department, or EMS Service. For the District/School, this will generally be assigned to the Superintendent.

(c) **Agency/District/School Secondary.** Optional User account type which may be designated by the Agency and/or District/School Primary to assist with responsibilities of the Primary account. Secondary accounts are more restrictive than Primary accounts but include functionality to add or remove Users and input data. Secondary accounts are generally assigned to the Primary's administrative assistant.

(d) **School Primary.** User with the highest level of authority at each Campus. School Primary shall be assigned and designated by the District/School Primary or District/School Secondary.

(e) **School Secondary.** Optional User account type which may be designated by the School Primary to assist with responsibilities of the School Primary. Will generally be assigned to the School Primary's administrative assistant.

(f) **Users.** Basic account type for general District/School, Campus, and Safety Agency personnel. Users will have the ability to upload personal information and will have restricted access to other functions and features within the School Safety Software Program.

3. **Scope of Services.** The School Safety Software Program is a digital application that provides District/School and Safety Agencies tools and information in order to respond to an Emergency at a District/School Campus. The School Safety Software Program consists of the following services (“Services”), each of which is more fully described in the program description below:

(a) **Building ID:** TCOE will use an alphanumeric system to label each building and facility on Campus, which aids Safety Agencies in navigating any Campus in an Emergency.

(b) **Digital Map:** TCOE will develop a multi-layered interactive map of the Campus that contains information to aid in the response of an Emergency. The Digital Map shall contain: Building IDs, Building Floor Plans, Campus Access Points, Shut-Off Valves, links to 360° Room, and Drone photography and when available, the location and direction of campus surveillance cameras, and will include the ability to add Event Markers. Each of these School Safety Software Program components are discussed in greater detail in this **Attachment 1** below.

(c) **Live Camera Link:** If the Campus’s surveillance system has web-based browser functionality, the School Safety Software Program will provide Safety Agencies with the ability to connect to the Campus’s live surveillance system.

(d) **Campus Information:** The School Safety Software Program will include general information about the Campus, including, but not limited to Campus size, number of staff, and students. Campus Information will identify District/School staff with Crisis Duties (as defined below) and will provide access to the District/School’s Emergency Procedures.

(e) **Staff Information:** The School Safety Software Program will include Staff Information for all staff on Campus. Staff Information shall include contact information, building and room number, and Crisis Duties, if applicable. Certain information may be included only with consent of the staff member including photo identification, personal email addresses, and personal mobile number.

(f) **Bulletin Board:** The School Safety Software Program will include a one-directional messaging service for Safety Agencies and District/School personnel to provide updates.

(g) **Roll Call:** A feature which will allow District/School staff to identify students under the custody of the District/School following an Emergency and provide the students’ location and status.

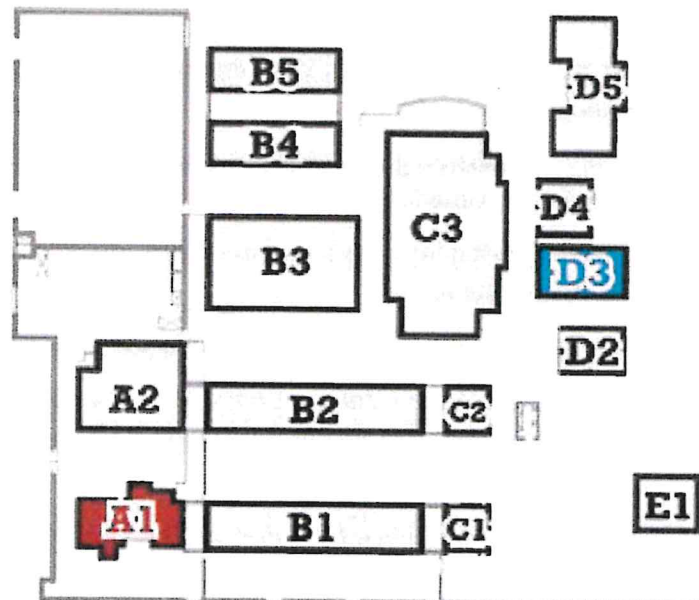
(h) **Event Markers:** The School Safety Software Program will include a feature which will provide the School Safety Software Program Directors and specified Users the ability to drag and drop Event Markers (drop pins) on the Digital Map to show and label the location of the Emergency on the Campus Digital Map.

BUILDING ID SIGNS

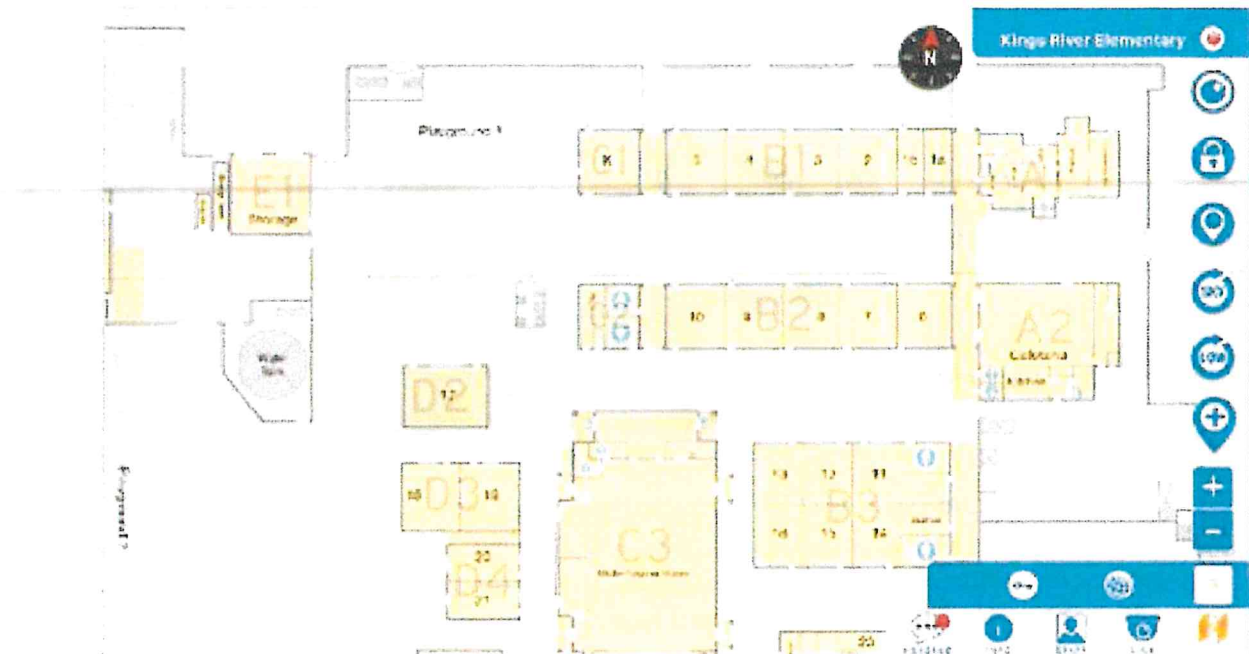


Using an alphanumeric system, TCOE assigns Building IDs to each building on Campus. An alphanumeric system is a coordinate grid in which each square location is classified by a combination of a letter and a number. In this case, TCOE uses the buildings as representatives of those square regions. Like a strategic board game or navigating a chessboard, this system helps to locate a specific position on a map quickly, and navigate to specific areas on the Campus.

Building ID signs are placed on all corners of the buildings to aid in the identification of the buildings location on Campus. Each building's location references the one next to it, which allows Safety Agency personnel to use the buildings to coordinate and navigate to any location on Campus quickly.



DIGITAL MAP



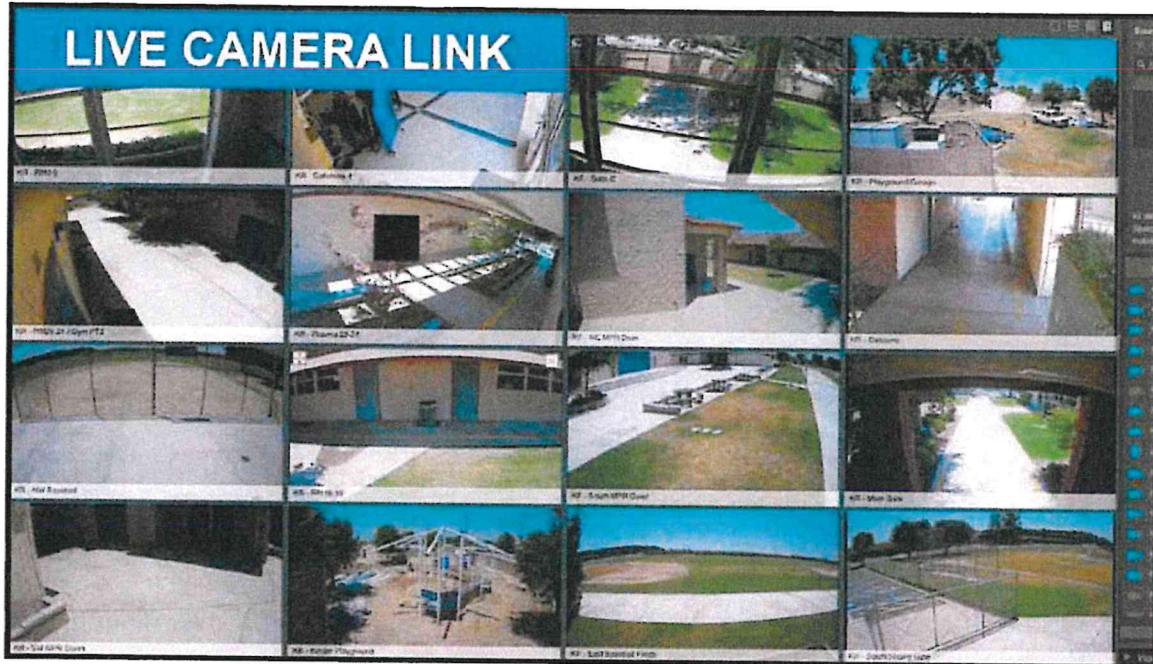
DESKTOP VIEW OF FLOOR PLAN

TCOE will develop a multi-layered, interactive, Digital Map of the Campus, which is the heart of the School Safety Software Program. The Digital Map is where Users can find essential information about the Campus.

The Digital Map contains the following information:

- **Building Floor Plans:** Building drawings of the Campus which show interior walls, doors, window locations, and Building IDs.
- **Campus Access:** Displays numbered gate entrances around the Campus and provides distinct labels for pedestrian or vehicle access.
- **Points-of-Interests (“POIs”):** Displays the location of shut-off valves, roof access, nurse’s station and AED equipment.
- **360° Low:** 360° photography of rooms and areas around the grounds of Campus.
- **360° Sky*:** Drone photography of the Campus from above. **If authorized by the Federal Aviation Administration, applicable California law, local ordinances, and District/School policy.*
- **Surveillance Cameras*:** The locations, ID number, and direction field-of-view of surveillance cameras on campus. **If available.*
- **Event Markers:** Event markers allow Users to drag and drop pins on the Digital Map to show and label the location of the Emergency.

LIVE CAMERA LINK

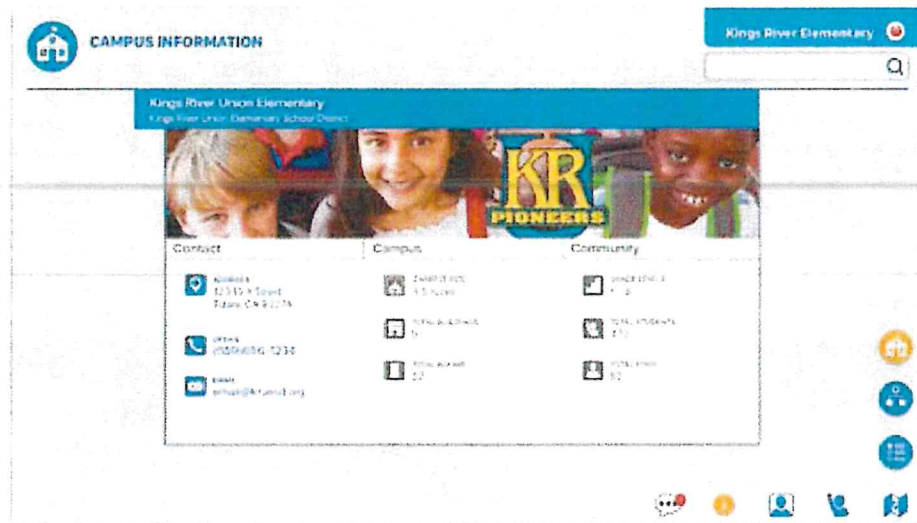


CAMERA LIVE LINK EXAMPLE

If the Campus has a browser-based surveillance system available for its camera surveillance, authorized Safety Agency Users will have access to the Campus's live surveillance link during an Emergency. The School Safety Software Program will provide Safety Agency Users quick access to the Campus surveillance system. The surveillance system in conjunction with the Digital Map of the Campus with camera locations will provide critical tools enabling a rapid response in the case of an Emergency. To ensure security and authorized use of the School Safety Software Program, access to a surveillance camera will trigger an automatic alert to the Agency and Site Primary accounts and shall provide such Users the ability to report and deactivate surveillance system access.



CAMPUS INFORMATION



CAMPUS INFORMATION PAGE

The School Safety Software Program will include the following information for each District/School Campus:

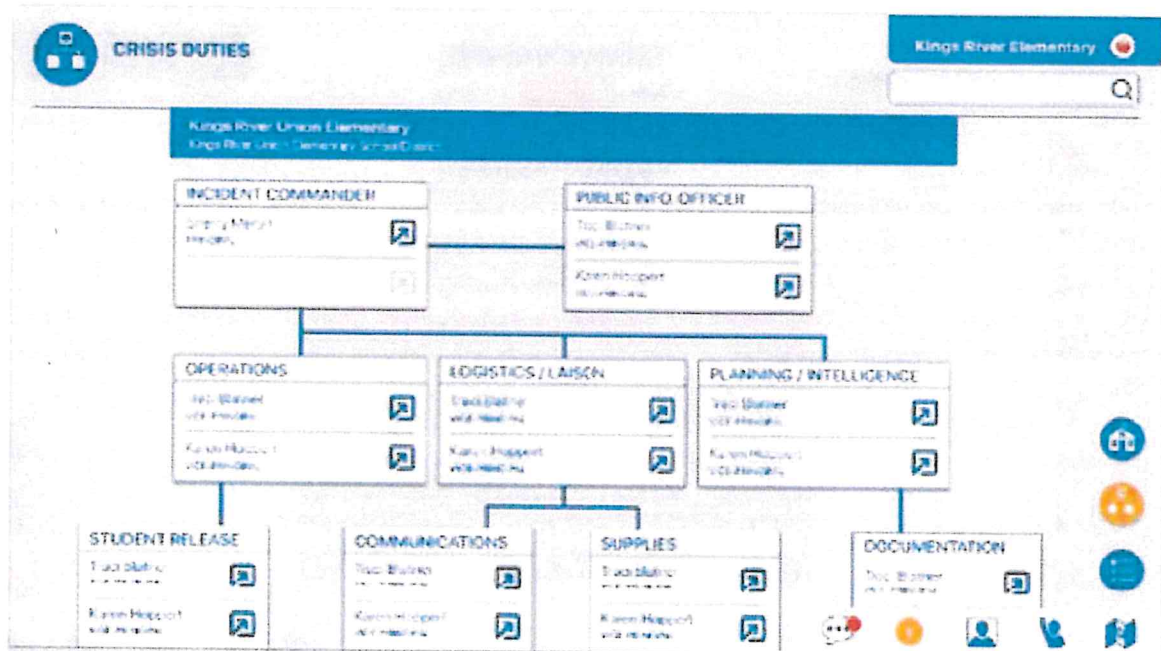
1. **Campus Information**
 - (a) Contact Information
 - i. Campus Address
 - ii. Office phone number
 - iii. Office email
 - (b) Campus Details
 - i. Size of Campus
 - ii. Number of buildings
 - iii. Number of classrooms
 - (c) Campus Community
 - i. Grade levels
 - ii. Number of Students
 - iii. Number of Staff

2. Crisis Duties

Each District/School Campus will need to identify at least one District/School staff member responsible for each of the Crisis Duties identified below. The Crisis Duties and specific staff assigned to each duty will be available in the School Safety Software Program. The Crisis Duty page will link to users' Campus ID information. Specific responsibilities for each District/School staff member providing Crisis Duties will be included in the training manual and materials provided by TCOE.

List of Crisis Duties may include:

- (a) Incident Commander
- (b) Public Information Officer/ Communications
- (c) Operations
- (d) Logistics / Liaisons
- (e) Planning Intelligence
- (f) Student Release
- (g) Supplies
- (h) Medical
- (i) Staffing



DESKTOP VIEW OF CRISIS DUTIES PAGE

3. Emergency Procedures

The School Safety Software Program will store the District/School's emergency procedures, which will include information on what to do before, during, and after an Emergency. The District/School is responsible for preparing and uploading emergency procedures for each Campus to the School Safety Software Program and ensuring that the Emergency Procedures are updated regularly and with new information.

List of procedures to be provided by District/School:

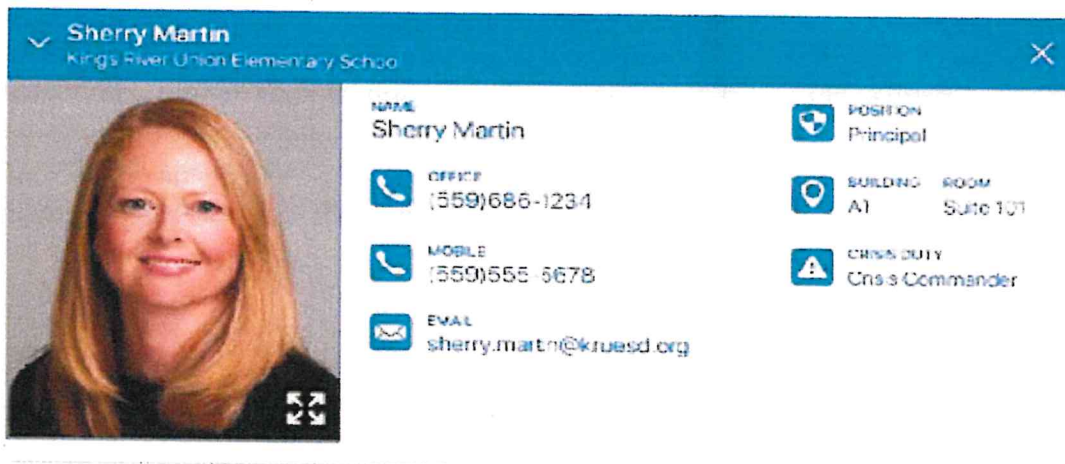
- (a) Active Shooter
- (b) Explosive
- (c) Chemical
- (d) Earthquake
- (e) Fire
- (f) Threat
- (g) Lockdown
- (h) Medical
- (i) Other natural disaster



DESKTOP VIEW OF ACTIVE SHOOTER (DURING) PROCEDURE PAGE

STAFF INFORMATION

1. The School Safety Software Program will provide information for four levels of staff:
 - (a) Administrators: District/School and Campus specific administrators.
 - (b) Teachers: includes teachers and teachers' aides working in classrooms.
 - (c) Office Staff: staff working primarily in the office area, such as secretaries, nurses, counselors, etc.
 - (d) Support Staff: staff working around the campus, such as cafeteria workers, groundskeepers, custodial staff, etc.
2. The following information will be provided for each Campus staff member:
 - (a) Name
 - (b) Title/Job Service
 - (c) District/School Contact Information
 - i. Office and District/School mobile phone number
 - ii. District/School email
 - iii. Building ID
 - iv. Room
 - (d) Crisis Duties, if applicable
 - (e) The following may be included only if authorized by the Staff member:
 - i. ID Photo
 - ii. Personal mobile phone number
 - iii. Personal email address



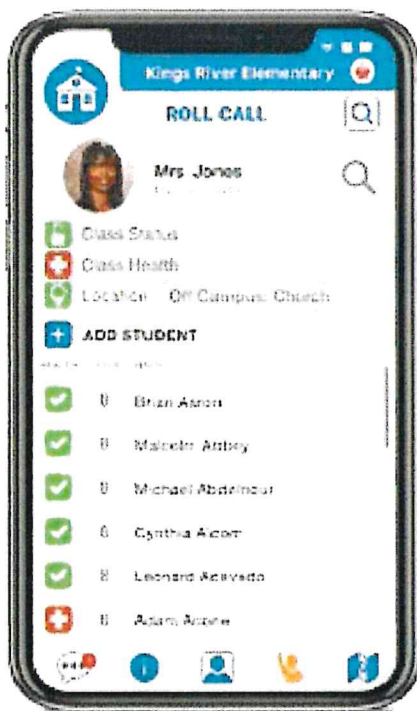
DESKTOP VIEW OF STAFF INFORMATION ID CARD

BULLETIN BOARD



The Bulletin Board provides Safety Agencies and District/School personnel the ability to post messages that are directly visible by all Users. This allows news and information to be dispersed to all parties without delay.

ROLL CALL



In the aftermath of an Emergency, students and staff may be displaced on Campus and to off-Campus locations. District/School and Campus administrators need to know the location of students following an Emergency. Roll Call allows District/School and Campus administrators to account for students under their custody and gives the location and status of students. District/School and Campus administrators will be able to see the status of everyone displaced around Campus and off-Campus locations from a central location using the School Safety Software Program.

OVERVIEW OF ROLES AND RESPONSIBILITIES

Below is an overview of the roles and responsibilities of TCOE, District/School, and Safety Agencies when using the School Safety Software Program. Roles and responsibilities are more fully defined in the training manual and materials developed by TCOE and provided to Users.

TCOE Responsibilities

- School Safety Software Program Maintenance and Support and User training as set forth in **Attachment 2**.
- Communicating with Users to make sure the School Safety Software Program is maintained with up to date information
- Preparing and disseminating training materials, including push updates

District/School Responsibilities

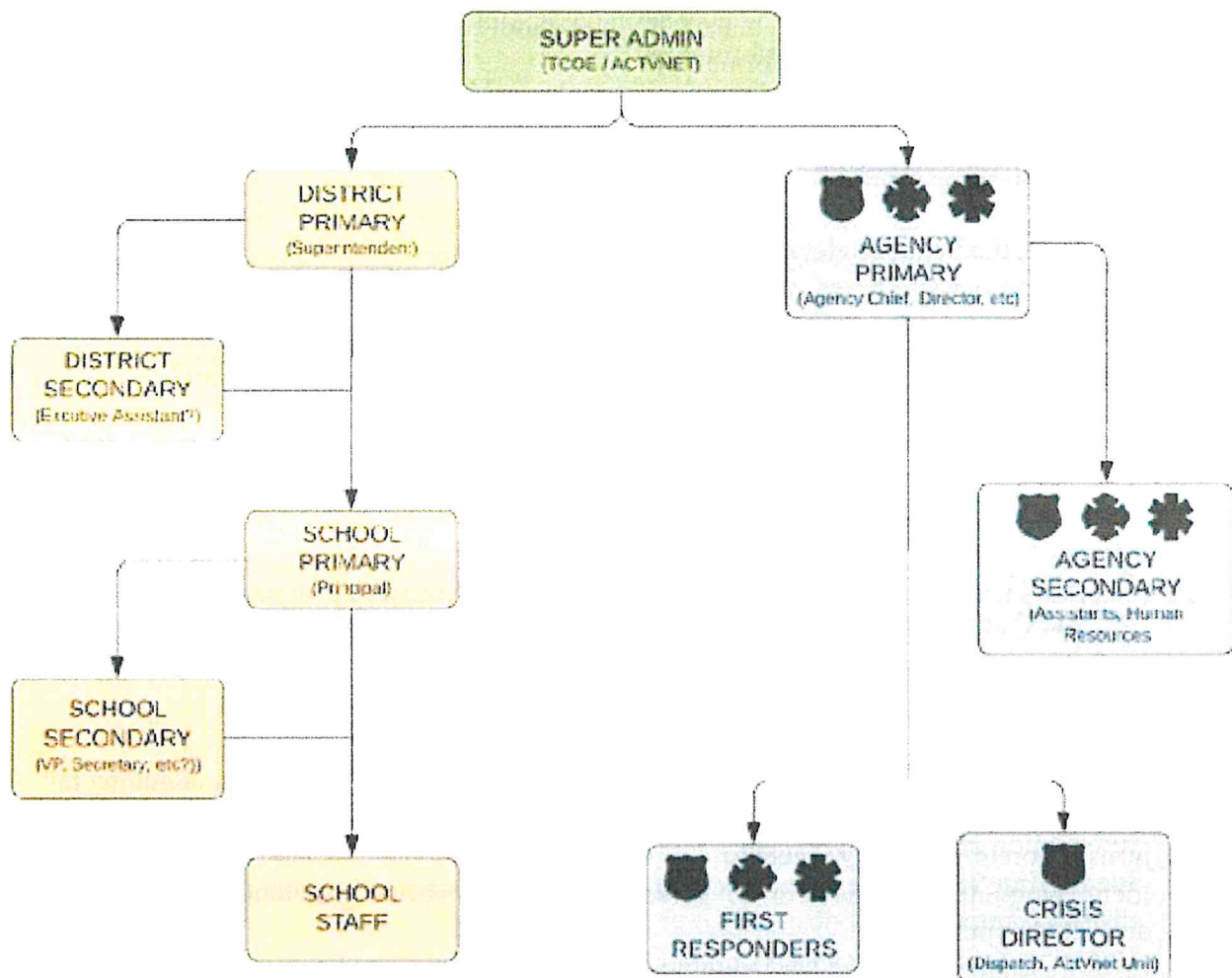
- Updating the School Safety Software Program with Staff Information, Emergency Procedures, Crisis Duties, and other information as required
- Ensuring District/School staff receive, and complete User account setup
- Keeping accounts up to date including on-boarding and off-boarding of staff
- Notifying TCOE of any changes to Campus, including, but not limited to updates to Floor Plan, Surveillance Camera locations, Gate locations, and other physical modifications. Fees and costs incurred for School Safety Software Program updates as a result of physical changes to a Campus shall be the responsibility of the District/School and are discussed more fully in **Attachment 2**
- Ensuring District/School Users obtain School Safety Software Program training before use and that no unauthorized use of the School Safety Software Program will occur

Safety Agencies

- Updating the School Safety Software Program with account information, including but not limited to a list of participating school districts and schools that are within the jurisdiction of the Safety Agency
- Identifying Safety Agency contact persons for each participating school and school district Campus
- Ensuring Safety Agency Users obtain School Safety Software Program training before use and that no unauthorized use of the School Safety Software Program will occur

AUTHORIZATION & VERIFICATION PROCESS

The School Safety Software Program includes an authorization/verification process to verify Users and limit access to information and data within the School Safety Software Program based on account type. Each User shall be authorized and verified. The authorizer will send out the registration invitation and each User shall be responsible for creating an account and downloading the School Safety Software Program app. There can be multiple Secondary-level Users with the same administrative powers. Account types, access levels, and responsibilities are more fully defined in the training materials that will be made available to Users.



Sheriff's Office Sublicense Agreement- Attachment 2

SCHOOL SAFETY SOFTWARE PROGRAM MAINTENANCE AND SUPPORT SERVICES

1. **Scope of Coverage.** Subject to the terms and conditions of the Sublicense Agreement, TCOE shall, during the Term of the Sublicense Agreement or any renewal thereof, provide maintenance and support services ("Maintenance and Support") to District/School and authorized Safety Agency Users as set forth in this **Attachment 2** to the Agreement. The Maintenance and Support described herein does not expand or change the School Safety Software Program warranty provisions set forth in the Agreement.
2. **Definitions.** In addition to the defined terms set forth in the Sublicense Agreement and School Software Program Scope of Services, which are incorporated herein, the following capitalized terms shall have the following meanings:
 - (a) "Bug Fixes" shall mean any correction of an error contained in the School Safety Software Program.
 - (b) "Users" or "User" shall mean District/School and Safety Agency staff and personnel authorized to access and use the School Safety Software Program.
 - (c) "Update" shall mean a new version or a revised version of the School Safety Software Program made available by TCOE to Users that contains Bug Fixes and/or enhancements or improvements.
3. **TCOE Maintenance and Support Obligations.** TCOE shall provide Users the following Maintenance and Support:
 - (a) Back-end maintenance releases including Bug Fixes and Updates, which shall be made available to Users for download.
 - (b) Technical Support. TCOE will make reasonable technical assistance available to Users through email during working hours, Monday through Friday. TCOE will make all reasonable efforts to respond to emails within twenty-four (24) hours of receipt.
 - (c) Installation and Account Creation. User data entry and verification shall be the responsibility of District/School, School, and Agency Primaries. As necessary, TCOE will assist Users with the installation of the School Safety Software Program on User hardware and account setup, as needed.
 - (d) Training. In order to assist District/School and Safety Agency personnel in the use and operation of the School Safety Software Program, TCOE shall provide Users with a set number of training hours, consisting of software demonstrations and tutorials, which may be delivered in various formats, including, but not limited to online, in-person, or via pre-recorded videos and written materials. Training sessions shall be scheduled and coordinated by District/School, Safety Agency, and TCOE and shall be mandatory for all District/School and Safety Agency personnel who will operate and have access to the School Safety Software

Program. Additional training may be made available by TCOE in its sole discretion based on User feedback.

(e) TCOE will prepare training materials, including, but not limited to pre-recorded training videos, and instruction manuals, which shall be available in the School Safety Software Program. TCOE may prepare and make available newsletters, push-notifications, and system notes to assist Users.

4. Limitation. TCOE shall have no Maintenance and Support obligations with respect to (i) any hardware or software product other than the School Safety Software Program and (ii) any unauthorized modification or use of the School Safety Software Program.

Sheriff's Office Sublicense Agreement- Attachment 3

DISTRICT/SCHOOL NOTICE TO SUBLICENSEE AND ACKNOWLEDGEMENT FORM

The Traver Joint School District ("District/School") hereby provides written notice to Tulare County Sheriff's Office ("Sublicensee"), that Sublicensee's sublicense to use the School Safety Software Program has been terminated as of [date]. All use of the School Safety Software Program must immediately be suspended and all copies of the School Safety Software Program and documentation, materials, and other records related thereto (collectively "the School Safety Software Program Records") must be returned to the Tulare County Office of Education ("TCOE") at the address provided below or destroyed within thirty (30) days. All the School Safety Software Program Records being returned must be sent to:

Tulare County Superintendent of Schools
Attention: Frank Silveira
7000 W. Doe Ave
Visalia, CA 93291

Following the destruction or return of the School Safety Software Program Records, please sign and return the acknowledgement provided below to the TCOE address identified above.

Name:

Title:

Date:

Acknowledgement

I, the undersigned, am a duly authorized designee of Sublicensee. I acknowledge that I received notice to cease and terminate use of the School Safety Software Program as of [Date]. I can affirm and personally attest that immediately following receipt of such notice all use of the School Safety Software Program by Sublicensee and its personnel and staff was terminated. All copies of the School Safety Software Program Records have either been destroyed or returned to TCOE at the address identified above.

Name:

Title:

Date:

EXHIBIT E

DISTRICT/SCHOOL NOTICE TO TCOE OF LICENSE TERMINATION

The Traver Joint School District ("District/School") hereby provides written notice to the Tulare County Office of Education ("TCOE") that District/School's license to use the School Safety Software Program is terminated as of [Date]. The District/School hereby affirms that: (1) all use of the School Safety Software Program by District/School has been suspended; (2) notice has been provided to applicable Safety Agencies that use of the School Safety Software Program should immediately cease and that all copies of the School Safety Software Program and documentation, materials, and other records related thereto (collectively "the School Safety Software Program Records") must be destroyed or returned to the District/School; (3) that the District/School has received notice from applicable Safety Agencies that all the School Safety Software Program Records have been returned or destroyed; and (4) that the District/School has destroyed all the School Safety Software Program Records in its possession or have returned all such the School Safety Software Program Records to TCOE at the address identified below:

Tulare County Superintendent of Schools
Attention: Frank Silveira
7000 W. Doe Ave., Visalia, CA 93291
frank.silveira@tcoe.org

I, the undersigned, am a duly authorized designee of Licensee and can affirm and personally attest to the information contained herein.

Name:

Title:

Date:

Tulare County Office of Education

Committed to Students, Support & Service

Tulare County Superintendent of Schools Overview of School Safety Software Program

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

The Tulare County Superintendent of Schools ("TCOE") is pleased to announce that its School Safety Software Program (the "Safety Program") is now available to local school districts and other schools within Tulare County. To participate in the Safety Program, each school or district will need to read and return signed copies of a license agreement with the TCOE for use of the Safety Program (the "Software User Agreement"), and separate sublicense agreements with the Tulare County Sheriff's Office and each local and county safety agency (other than the Sheriff's Office) that will be providing emergency services to the school or district as part of the Safety Program (the "Sublicense Agreements").

This cover sheet provides a brief overview of the Safety Program and discusses the Software User Agreement and Sublicense Agreements that each school or district will need to execute and return to the TCOE.

Overview of Safety Program

The Safety Program is a digital software application developed by the TCOE as a tool to assist safety agencies, including, law enforcement, fire departments, and emergency medical service personnel (each a "Safety Agency" and collectively the "Safety Agencies") in responding to emergencies, including, but not limited to school shootings, riots, and natural disasters, occurring at or affecting a school campus or campuses. In the event of an emergency, participating Safety Agencies will have access to certain school and district information including, but not limited to school site floor plans, staff photographs and identification information, drone photography of specific campus locations, and video surveillance of specific campus locations, where such access would assist the Safety Agencies in responding to immediate and serious threats to safety on campus.

We strongly encourage each school or district wishing to participate in the Safety Program to read the Software User Agreement and attached Sublicense Agreements in full and review their terms with its legal counsel.

1. Software User Agreement with TCOE

Each school or district wishing to participate in the Safety Program must first read and sign the Software User Agreement attached to this cover sheet. Once executed, the Software User Agreement grants the school or district a license to access the Safety Program and authorizes the school or district to enter into separate Sublicense Agreements with the Sheriff's Office and other Safety Agencies participating in the Safety Program.

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
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(559) 302-3633
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Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

2. Sublicense Agreements

Please note that the school or district must use two separate Sublicense Agreements (both attached to the Software User Agreement at Exhibit D)—one for use with each local Safety Agency, such as the Tulare City Police Department and the Tulare City Fire Department, *and a separate Sublicense Agreement for use with the Tulare County Sheriff's Office.*

A. Sublicense Agreement with Local Safety Agencies (other than Sheriff's Office)

The Safety Agency Sublicense Agreement (attached to the Software User Agreement as Exhibit D-1) incorporates a set of "necessary terms" required by the TCOE for participation in the Safety Program. While the school or district and relevant Safety Agencies can incorporate additional terms into the Safety Agency Sublicense Agreement, the "necessary terms" *must* be included in every Safety Agency Sublicense Agreement and cannot be modified without the prior written consent of TCOE.

B. Sheriff's Office Sublicense Agreement

Because the Sheriff's Office provides Countywide services, it requires that each school or district execute a separate Sheriff's Office Sublicense Agreement (attached to the Software User Agreement as Exhibit D-2.) Unlike the Safety Agency Sublicense Agreement, the Sheriff's Office Sublicense Agreement is intended to be used "as-is" in its entirety, meaning that no terms or conditions may be modified, added, or removed. Additionally, while TCOE is not a signing party to the local Safety Agency Sublicense Agreement, TCOE is a party to the Sheriff's Office Sublicense Agreement.

The Sheriff's Office Sublicense Agreement includes a mutual indemnification provision that makes each party responsible for the actions of its employees and agents. Likewise, each party must be self-insured or maintain an insurance policy with sufficient coverage and limits to cover claims arising out of the Sheriff's Office Sublicense Agreement.

As noted above, we strongly encourage each school or district to review and discuss the Software User Agreement and Sublicense Agreements with their legal counsel.

**SOFTWARE USER AGREEMENT
BETWEEN
TULARE COUNTY SUPERINTENDENT OF SCHOOLS
AND
TRAVER JOINT SCHOOL DISTRICT**

This Software User Agreement (“Agreement”) is entered into effective as of July 1, 2022 (“Effective Date”) by and between the Tulare County Superintendent of Schools (“TCOE”) and Traver Joint School District, a California public school district] (“District/School”). TCOE and District/School may be referred to individually as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. **WHEREAS**, TCOE has developed and is the exclusive owner of all rights, title, and interest in and to certain proprietary software, referred to herein as the “School Safety Software Program,” which is more fully described in **Exhibit A**; and,

B. **WHEREAS**, the School Safety Software Program is designed to promote cooperation between participating schools and school districts and participating law enforcement agencies, fire departments, and emergency personnel (“Safety Agency” or “Agency”) during emergencies on school campuses with the ultimate goal of protecting students, employees, and community members; and,

C. **WHEREAS**, the School Safety Software Program allows designated Safety Agencies to access certain District/School information as set forth in **Exhibit A** attached hereto, including, but not limited to school site floor plans, staff photographs and identification information, drone photography of specific campus locations, and video surveillance of specific campus locations, in limited circumstances, where such access would assist the Safety Agencies in responding to immediate and serious threats to safety on campus; and,

D. **WHEREAS**, the School Safety Software Program is intended to benefit the safety of the community at large, while protecting student privacy in compliance with State and Federal law regarding confidential student information; and,

E. **WHEREAS**, the District/School desires to implement and utilize the School Safety Software Program at each of the District/School’s school sites; and,

F. **WHEREAS**, TCOE is willing to grant the District/School a license to use the School Safety Software Program in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the Parties hereto agree as follows:

AGREEMENT

1. License. Subject to the terms and conditions of this Agreement, TCOE hereby grants, and the District/School hereby accepts, a nonexclusive, non-transferable (except as permitted in Section 4 below) license to use the School Safety Software Program (“License”).

2. Services.

(a) Installation. TCOE shall install or assist District/School and Safety Agencies with the installation of the School Safety Software Program.

(b) Training. As set forth in **Exhibit B**, TCOE shall provide District/School and Safety Agency personnel with a set number of training hours, which may be delivered in various formats, including, but not limited to online, in-person, or via pre-recorded videos and written materials. Training sessions shall be scheduled and coordinated by District/School, Safety Agency, and TCOE and shall be mandatory for all District/School and Safety Agency personnel who will operate and have access to the School Safety Software Program.

(c) Maintenance and Support. TCOE shall provide District/School and Safety Agencies with maintenance and support services for the School Safety Software Program as outlined in **Exhibit B**.

(d) New Releases and Updates. TCOE shall furnish District/School and Safety Agencies with all new software releases and updates during the term of the Agreement.

3. Fees and Payment. In consideration for the License granted under this Agreement and the maintenance and support services provided by TCOE as set forth in **Exhibit B**, the District/School shall pay fees to TCOE in the amount and frequency set forth in **Exhibit C** (“Fees”). Fees shall include a License Fee and Setup Fee as set forth in **Exhibit C**. District/School shall pay all Fees within 45 days of District/School’s receipt of an invoice from TCOE.

4. Rights to Sublicense. The District/School shall have the right to grant Safety Agencies willing to partner with the District/School a sublicense to use the School Safety Software Program for the purposes set forth in this Agreement. TCOE has prepared two separate template sublicense agreements for use by the District/School: one sublicense agreement for use with each local Safety Agency (other than the Tulare County Sheriff’s Office), such as the Tulare City Police Department and the Tulare City Fire Department (the “Safety Agency Sublicense Agreement”, attached as **Exhibit D-1**), and a separate sublicense agreement for use with the Tulare County Sheriff’s Office (the “Sheriff’s Office Sublicense Agreement”, attached as **Exhibit D-2**). Every Safety Agency Sublicense Agreement shall include, at a minimum, the terms and conditions identified as “Necessary Terms” in **Exhibit D-1**, and such terms shall not be modified, altered, changed, or removed without the prior written consent of TCOE. The Sheriff’s Office Sublicense Agreement must be used exclusively in the form attached at **Exhibit D-2** and its terms may not be modified, altered, changed, or removed. Any Safety Agency

Sublicense Agreement or Sheriff's Office Sublicense Agreement which does not comply with this Section 4 shall immediately be voidable by TCOE.

5. Term, Termination, and Survival.

(a) Term. The term of this Agreement shall be effective for the full school year, commencing July 1, 2022 and ending June 30, 2023 ("Term"), unless earlier terminated by either Party. The Agreement may be renewed for up to four (4) additional one (1) year terms by mutual written agreement of the Parties.

(b) Termination.

(i) If District/School fails to pay the Fees as specified in **Exhibit C**, the License granted herein to District/School shall immediately terminate.

(ii) Either Party shall be entitled to terminate this Agreement and the License granted herein by giving the other Party thirty (30) days advance written notice of termination. Any Fees pre-paid by the District/School shall be pro-rated and refunded to the District/School within 45 days of the date of termination.

(iii) In the event a participating Safety Agency terminates its Sublicense with the District/School, such that the District/School can no longer benefit from the School Safety Software Program, the District/School shall have the option to terminate the Agreement and License granted herein by giving TCOE fifteen (15) days' written notice. Any Fees pre-paid by the District/School shall be pro-rated and refunded to the District/School within 45 days of the date of termination.

(iv) Upon termination of this Agreement pursuant to Subdivisions (i) – (iii) above, the District/School shall be responsible for taking all steps set forth in Subsection (c) below.

(c) Effects of Termination. Following any termination or cancellation of this Agreement: (i) District/School will, immediately upon TCOE's request, either destroy or return to TCOE (at District/School's expense) all copies of the School Safety Software Program, documentation, materials, and Proprietary Information, as defined in Section 6 below (collectively "the School Safety Software Program Records"); (ii) District/School will not be permitted to use or distribute the School Safety Software Program following termination; (iii) District/School's rights to sublicense the School Safety Software Program shall immediately cease; (iv) District/School shall immediately give notice to Safety Agencies that use of the School Safety Software Program with respect to the District/School must be suspended immediately and all the School Safety Software Program Records must be returned to District/School or destroyed; and (v) District/School shall provide written notice to TCOE within 30 days of the termination of this Agreement attesting that all the School Safety Software Program Records, including copies of the School Safety Software Program and other materials shared with Safety Agencies, have been destroyed or returned to TCOE. Template notice forms are attached hereto as **Exhibit E**.

(d) Survival. Sections 6, 8, 9, 10, 11, 12, 13, and 22 of this Agreement shall survive the expiration and termination of this Agreement for any reason.

6. Proprietary Information and Intellectual Property.

(a) Proprietary Information. District/School understands and acknowledges that TCOE developed and owns certain intellectual property that TCOE used in the development of the School Safety Software Program, including but not limited to, source code, software tools or documentation, trade secrets, reports, memorandum, training manual and materials, data visualizations, files, input materials, output materials, software, and any other data or materials provided or made available to the District/School under this Agreement ("Proprietary Information"). In addition, TCOE shall own all other ideas, concepts, themes, documentation or other intellectual property or copyrightable material conceived, developed, created, written or contributed which improves, enhances, or directly impacts any Proprietary Information, excepting any public domain data or information. District/School further acknowledges and agrees that the rights of whatever nature in the Proprietary Information are and shall remain the property of TCOE, and nothing in this Agreement shall be construed as assigning or transferring the ownership of any such rights to District/School, the Safety Agencies, or any third party.

(b) Ownership. Title to and ownership of the School Safety Software Program and all applicable proprietary rights including, but not limited to, rights in patents, copyrights, author's rights, trademarks, trade names, Proprietary Information, graphic design and design elements, know-how and identified trade secrets in the School Safety Software Program, shall remain at all times with TCOE, and subject to the License granted to District/School pursuant to this Agreement. District/School shall not reverse engineer, decompile or disable the School Safety Software Program or any portion thereof, nor otherwise attempt to create or derive the source code of the School Safety Software Program. Except for the rights set forth in this Agreement, no other right or license with respect to any intellectual property is granted under this Agreement.

(c) Know-How. District/School acknowledges that Know-How is and shall at all times be and remain the sole and exclusive property of TCOE, and District/School shall derive no rights, title or interest therein except as expressly set forth in this Agreement. "Know-How" means all technical and other information, or knowledge useful for the use or implementation of the School Safety Software Program that is necessary or convenient to use/implement the School Safety Software Program and which is not in the public domain, including without limitation, concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, assays, research plans, procedures, processes, designs for experiments and tests and results of experimentation and testing (including results of research and development), and process (including manufacturing processes, specification and techniques), and includes any rights including but not limited to patent, copyright, trade secret or non-disclosure agreements or design rights protecting any of the foregoing. The fact that an item is known to the public shall not be taken to exclude the possibility that a compilation including the item, or a development relating to the item, is or remains not known to the public.

7. Representations. Each Party represents and warrants that (i) it has the right and authority to enter into this Agreement and perform its obligations, covenants and promises hereunder, (ii) it is duly organized and validly existing and in good standing under the laws of

the state of its incorporation or formation, (iii) the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action, (iv) this Agreement constitutes the legal, valid and binding agreement of such Party, enforceable against it in accordance with its terms, and (v) it has obtained all authorization, approvals, consents or permits required to perform its obligations under this Agreement under all applicable law and regulation.

8. Confidentiality. If any third party requests copies of, or access to, the School Safety Software Program or Proprietary Information pursuant to the California Public Records Act or any other applicable law, District/School will provide notice to TCOE of such requests as soon as reasonably practicable.

9. Privacy. TCOE shall take all reasonable steps to protect student data, records, and information provided by District/School. The Parties acknowledge that information provided through the School Safety Software Program is not considered a student record under the Family Educational Rights and Privacy Act (FERPA) and any student information utilized with the School Safety Software Program shall be limited to "directory information" as defined in Title 34 section 99.3 of the Code of Federal Regulations.

10. Limited Warranty.

(a) Software Warranty. TCOE warrants to District/School that the School Safety Software Program as delivered will materially comply with the published specifications by TCOE for the School Safety Software Program. TCOE's obligations under this warranty are limited to providing District/School with properly operating versions of the School Safety Software Program. TCOE does not warrant that the operation of the School Safety Software Program will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, TCOE AND DISTRICT/SCHOOL ACKNOWLEDGE THAT THE SCHOOL SAFETY SOFTWARE PROGRAM IS NOT AND CANNOT BE MADE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY.

(b) No Other Warranty. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SCHOOL SAFETY SOFTWARE PROGRAM IS PROVIDED "AS IS" AND TCOE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ALL TECHNOLOGY, THIRD PARTY AND OPEN SOURCE MATERIALS, SOFTWARE OR DERIVATIVE WORKS PROVIDED OR OTHERWISE LICENSED TO DISTRICT/SCHOOL IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. TCOE DOES NOT GUARANTEE THE SAFETY OF ANY STUDENTS, STAFF, PERSONNEL OF ANY SAFETY AGENCIES, OR ANY OTHER PERSON.

11. Limitation of Liability. EXCEPT WITH RESPECT TO BREACHES INVOLVING A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, NO PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER

CAUSED AND UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, IN NO EVENT SHALL A PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL SUM OF FEES PAID BY DISTRICT/SCHOOL PURSUANT TO THIS AGREEMENT.

12. Indemnity for Infringement. To the extent permitted by law, TCOE agrees to defend, indemnify and hold District/School harmless from patent or copyright infringement based upon the Proprietary Information in the form delivered to District/School under this Agreement, provided that (i) TCOE is given prompt written notice of and detailed information as to any such claim, suit or proceeding, and (ii) District/School agrees to cooperate and provide reasonable assistance in the defense and settlement of such claim. District/School shall not take any action that might prejudice TCOE's legal position without TCOE having the option to participate in the defense of such claim, and District/School shall not settle any such claim or action without TCOE's prior written consent. The foregoing represents the entire warranty by TCOE and the exclusive remedy of the District/School as to any claimed infringement arising out of or based upon the Proprietary Information used by District/School. TCOE shall have no obligation under this Section 12 for or with respect to claims, actions, or demands alleging infringement that arise as a result of (a) modification of the Proprietary Information by District/School; (b) use of the Proprietary Information by District/School in material breach of the terms of this Agreement; and (c) continued allegedly infringing activity by District/School after District/School has been notified of the possible infringement. This Section 12 is further subject to the limitations of liability set forth in Section 11 above.

13. District/School Indemnification of TCOE. Except to the extent caused by the gross negligence or willful misconduct of TCOE or any person or entity under its explicit direction or control, District/School agrees to defend, indemnify and hold harmless TCOE and its directors, officers, Board of Education, employees and agents (collectively "TCOE") from and against any and all claims of any nature whatsoever arising out of, based upon, or resulting from: (i) the use of the School Safety Software Program or Proprietary Information by District/School or its directors, officers, employees or agents (collectively "District/School"), except for any claims of copyright infringement under Section 12 above or any claims alleging negligent errors and omissions or defects in the Proprietary Information; (ii) claims, damages, or liabilities arising out of the negligence or intentional misconduct of District/School arising from District/School's use of the School Safety Software Program; (iii) any liability, claims, or damages for death, bodily injury, injury to property, or any other loss arising from District/School's use of the School Safety Software Program, including but not limited to any death, bodily injury, injury to property, or any other loss to students or employees, staff, personnel, or agents; (iv) liability, claims, or damages arising from any breach of the representations, warranties or covenants contained herein by District/School; and (v) any claims, damages, or liability arising out of any non-authorized use and/or misuse of the School Safety Software Program by the District/School, including any use that is inconsistent with the terms of this Agreement and/or the School Safety Software Program Scope of Services set forth in **Exhibit A**.

14. Non-Authorized Use. District/School shall only use the School Safety Software Program in the event of an Emergency, as defined in **Exhibit A**, in the manner and for the

purposes set forth in **Exhibit A**. District/School will take all reasonable steps to ensure that only authorized and trained District/School personnel use and have access to the School Safety Software Program. District/School acknowledges and understands that it is solely responsible for managing and monitoring its personnel's User accounts, as defined in **Exhibit A**, and that any unauthorized use shall make the License immediately voidable by TCOE. District/School shall be liable and responsible for any claims or damages arising out of non-authorized use and/or misuse of the School Safety Software Program as set forth in Section 13 above.

15. Insurance.

(a) Coverage Required. Before the commencement of this Agreement and during the Term of this Agreement, District/School shall obtain and maintain, at its expense, with insurance companies acceptable to TCOE, the following insurance policies:

(i) Commercial general liability insurance for bodily injury, personal injury and property damage and including products and completed operation and non-owned and hired automobile coverage, with liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) aggregate.

(ii) Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits or not less than One Million Dollars (\$1,000,000.00) combined single limit.

(iii) Professional liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Three Million Dollars (\$3,000,000.00) aggregate.

(b) Insurance Provisions.

(i) The policies described in Subsection (a) above shall: (i) name TCOE as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by TCOE; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than 30 days written notice shall be given to TCOE before the cancellation or reduction of coverage or amount of such policy.

(ii) A certificate issued by the carrier of the policies described in Subsection (a) above shall be delivered to TCOE prior to District/School's use of the School Safety Software Program. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to TCOE not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to TCOE's approval and shall carry a rating of A- or higher, unless otherwise agreed to in advance by TCOE, and insurance company shall be admitted and licensed in California to transact insurance coverage and issue policies.

(iii) The policy described in Subsection (a) above may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required

in this Section and does not reduce the coverage, impair TCOE's rights under this Agreement, or negate or decrease District/School's obligations under this Agreement.

(iv) District/School agrees that if District/School does not take out and maintain such insurance as required by this Section, then TCOE may (but shall not be required to) procure said insurance on District/School's behalf and charge District/School the premiums, together with a 10% handling charge, payable upon demand.

(c) Worker's Compensation Insurance. District/School shall maintain full worker's compensation insurance coverage for no less than the statutory limits. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws. Such coverage shall remain in effect throughout the Term of this Agreement.

16. Entire Agreement. This Agreement, along with any exhibits attached and referenced in this Agreement, constitutes the final and complete understanding between the Parties and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the Parties with respect to the subject matter contained in this Agreement.

17. No Assignment. District/School may not assign this Agreement or transfer its obligations hereunder without the prior written consent of the TCOE.

18. Amendments, Waivers and Severability. Except as otherwise provided herein, this Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by written agreement duly signed by both Parties. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate or render unenforceable the remaining provisions of this Agreement.

19. Relationship of the Parties. The Parties understand and agree that neither Party shall be considered an officer, employee, agent, partner, or joint venture of the other Party. This Agreement confers no rights upon any Party except those expressly granted herein.

20. Interpretation. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

21. Applicable Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to any motion for transfer of venue.

22. Dispute Resolution. Any and all disputes arising out of the interpretation or performance of this Agreement shall be subject to the following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated below, each Party may pursue a remedy as entitled to them by law.

(a) The disputing Party shall provide written notice of the dispute to the other Party. Thereafter, TCOE's designee shall meet with the District/School's Superintendent or School Director or designee within thirty (30) days to attempt informal resolution of the dispute.

(b) If the Parties cannot reach a resolution pursuant to subsection (a) above, TCOE and the District/School shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties. The format of the mediation shall be developed jointly by TCOE and District/School, and shall incorporate informal rules of evidence and procedure, unless both Parties agree otherwise. Notwithstanding the foregoing, the findings or recommendations of the mediator shall be non-binding, unless TCOE and District/School jointly agree to bind themselves.

23. Notices. Any notice, request, demand, approval, consent, instruction, or other communication to be given to any Party hereunder shall be delivered by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged as follows:

If to District/School:

Traver Joint School District
Attention: Steve Ramirez Superintendent
36736 Canal Drive, Traver, CA 93673
sramirez@traversd.com

If to TCOE:

Tulare County Superintendent of Schools
Attention: Frank Silveira
7000 W. Doe Ave., Visalia, CA 93291
frank.silveira@tcoe.org

With copy to:

Lozano Smith
Attention: Claudia P. Weaver
4 Lower Ragsdale
Monterey, CA 93940
cweaver@lozanosmith.com

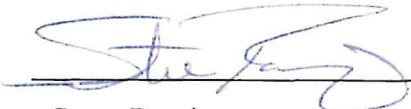
Each Party shall give the other Party written notice within seven (7) of any change to the designee identified above.

24. Due Authority of Signatories. Each individual signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by appropriate action of such Party to execute, and thereby bind such Party to, this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the _____
Effective Date.

TRAVER JOINT SCHOOL DISTRICT

Date: 4/20/23

By: 

Print: Steve Ramirez

Its: Superintendent

**TULARE COUNTY SUPERINTENDENT OF
SCHOOLS**

Date: 4/14/23

By: 

Print: Tim Hire

Its: SUPERINTENDENT

Approved as to Form

County Counsel

By: Allison K. Pierce
Deputy

Date: 4/2 5/23

Matter ID: 20211276

EXHIBIT A

SCHOOL SAFETY SOFTWARE PROGRAM SCOPE OF SERVICE

1. **Definitions.** In addition to the defined terms set forth in the Agreement which are incorporated herein, the following capitalized terms shall have the following meanings:

(a) **Campus.** A participating District/School site or facility, including but not limited to a District/School Office, or other District/School building located within the jurisdiction of a participating Safety Agency.

(b) **Emergency.** A violent attack, crippling natural or human made disaster, mass destruction, terrorist activity, or threatened terrorist act taking place at a Campus. To warrant use of the School Safety Software Program the threat must be ongoing and must create a clear and present danger of physical injury or death to students, staff, personnel, and others on Campus. The nature of the Emergency must be of such magnitude that immediate call for law enforcement or other public safety personnel presence is warranted. Examples of an Emergency are: (i) school shooting; (ii) a hostage situation; (iii) riots; and (iv) fire, flood, or earthquake. For purposes of clarity, the following are examples of events which **shall not** be considered an Emergency and for which access to the School Safety Software Program shall not be authorized or permitted: (1) outstanding bench warrant, (2) arrest warrant; (3) warrantless arrest; (4) criminal investigation; (5) background checks; (6) missing person investigations; (7) interrogations; and/or (8) witness identification.

2. **Account Types**

(a) **School Safety Software Program Director.** Agency staff selected by the Agency Primary to receive training on all the School Safety Software Program functionalities. School Safety Software Program Director(s) shall have full School Safety Software Program privileges, including access to surveillance systems.

(b) **Agency/District/School Primary.** The User with the highest level of authority at the Agency and District/School level, with full access privileges. For Agencies, this will be assigned to the Office or Department Chief of Law Enforcement, Fire Department, or EMS Service. For the District/School, this will generally be assigned to the Superintendent or School Director.

(c) **Agency/District/School Secondary.** Optional User account type which may be designated by the Agency and/or District/School Primary to assist with responsibilities of the Primary account. Secondary accounts are more restrictive than Primary accounts but include functionality to add or remove Users and input data. Secondary accounts are generally assigned to the Primary's administrative assistant.

(d) **School Primary.** User with the highest level of authority at each Campus. School Primary shall be assigned and designated by the District/School Primary or District/School Secondary.

(e) **School Secondary.** Optional User account type which may be designated by the School Primary to assist with responsibilities of the School Primary. Will generally be assigned to the School Primary's administrative assistant.

(f) **Users.** Basic account type for general District/School, Campus, and Safety Agency personnel. Users will have the ability to upload personal information and will have restricted access to other functions and features within the School Safety Software Program.

3. **Scope of Services.** The School Safety Software Program is a digital application that provides the District/School and Safety Agencies with tools and information in order to respond to an Emergency at a District/School Campus. The School Safety Software Program consists of the following services (“Services”), each of which is more fully described in the program description below:

(a) **Building ID:** TCOE will use an alphanumeric system to label each building and facility on Campus, which aids Safety Agencies in navigating that Campus in an Emergency.

(b) **Digital Map:** TCOE will develop a multi-layered interactive map of the Campus that contains information to aid in the response of an Emergency. The Digital Map shall contain: Building IDs, Building Floor Plans, Campus Access Points, Shut-Off Valves, links to 360° Room, and Drone photography and when available, the location and direction of Campus surveillance cameras, and will include the ability to add Event Markers. Each of these School Safety Software Program components are discussed in greater detail in this **Exhibit A** below.

(c) **Live Camera Link:** If the Campus’s surveillance system has web-based browser functionality, the School Safety Software Program will provide Safety Agencies with the ability to connect to the Campus’s live surveillance system.

(d) **Campus Information:** The School Safety Software Program will include general information about the Campus, including, but not limited to Campus size, number of staff, and students. Campus Information will identify District/School staff with Crisis Duties (as defined below) and will provide access to the District/School’s Emergency Procedures.

(e) **Staff Information:** The School Safety Software Program will include Staff Information for all staff on Campus. Staff Information shall include contact information, building and room number, and Crisis Duties, if applicable. Certain information may be included only with consent of the staff member including photo identification, personal email addresses, and personal mobile number.

(f) **Bulletin Board:** The School Safety Software Program will include a one-directional messaging service for Safety Agencies and District/School personnel to provide updates.

(g) **Roll Call:** A feature which will allow District/School staff to identify students under the custody of the District/School following an Emergency and provide the students’ location and status.

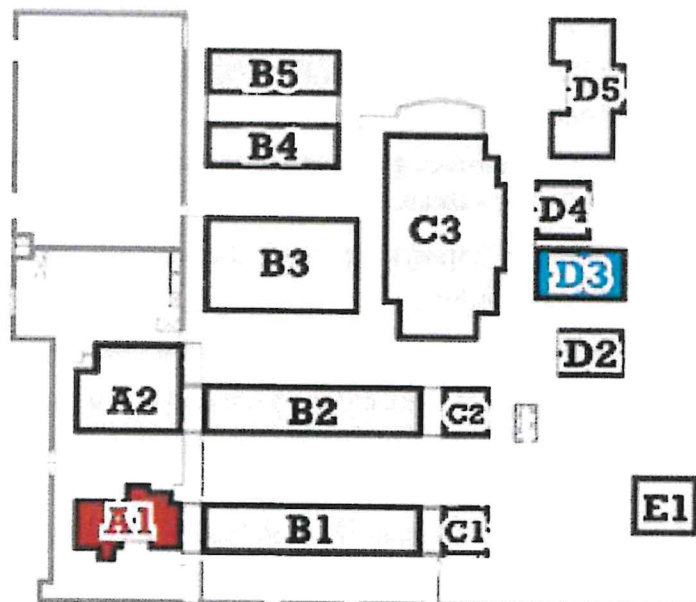
(h) **Event Markers:** The School Safety Software Program will include a feature which will provide the School Safety Software Program Directors and specified Users the ability to drag and drop Event Markers (drop pins) on the Digital Map to show and label the location of the Emergency on the Campus Digital Map.

BUILDING ID SIGNS



Using an alphanumeric system, TCOE assigns Building IDs to each building on Campus. An alphanumeric system is a coordinate grid in which each square location is classified by a combination of a letter and a number. In this case, TCOE uses the buildings as representatives of those square regions. Like a strategic board game or navigating a chessboard, this system helps to locate a specific position on a map quickly, and navigate to specific areas on the Campus.

Building ID signs are placed on all corners of the buildings to aid in the identification of the buildings location on Campus. Each building's location references the one next to it, which allows Safety Agency personnel to use the buildings to coordinate and navigate to any location on Campus quickly.



DIGITAL MAP

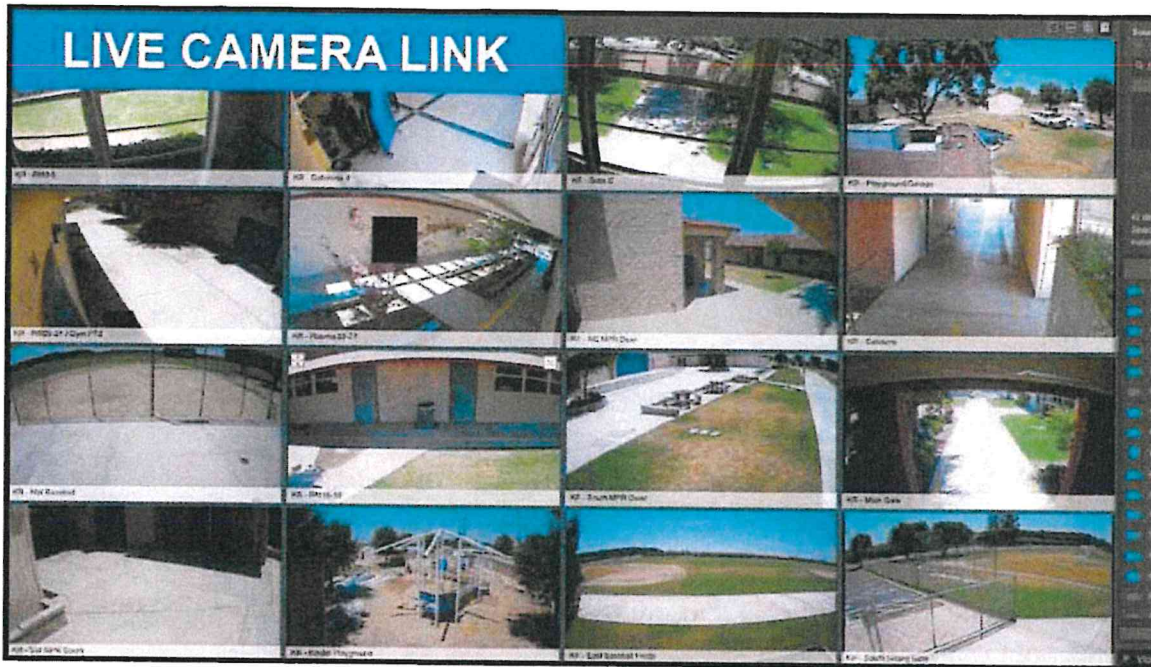


TCOE will develop a multi-layered, interactive, Digital Map of the Campus, which is the heart of the School Safety Software Program. The Digital Map is where Users can find essential information about the Campus.

The Digital Map contains the following information:

- **Building Floor Plans:** Building drawings of the Campus which show interior walls, doors, window locations, and Building IDs.
- **Campus Access:** Displays numbered gate entrances around the Campus and provides distinct labels for pedestrian or vehicle access.
- **Points-of-Interests (“POIs”):** Displays the location of shut-off valves, roof access, nurse’s station and AED equipment.
- **360° Low:** 360° photography of rooms and areas around the grounds of Campus.
- **360° Sky*:** Drone photography of the Campus from above. **If authorized by the Federal Aviation Administration, applicable California law, local ordinances, and District/School policy.*
- **Surveillance Cameras*:** The locations, ID number, and direction field-of-view of surveillance cameras on campus. **If available.*
- **Event Markers:** Event markers allow Users to drag and drop pins on the Digital Map to show and label the location of the Emergency.

LIVE CAMERA LINK

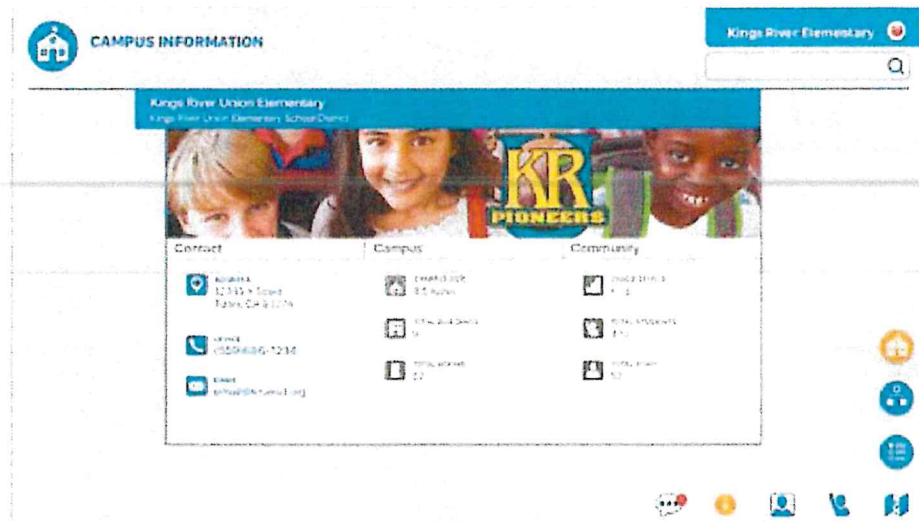


CAMERA LIVE LINK EXAMPLE

If the Campus has a browser-based surveillance system available for its camera surveillance, authorized Safety Agency Users will have access to the Campus's live surveillance link during an Emergency. The School Safety Software Program will provide Safety Agency Users quick access to the Campus surveillance system. The surveillance system in conjunction with the Digital Map of the Campus with camera locations will provide critical tools enabling a rapid response in the case of an Emergency. To ensure security and authorized use of the School Safety Software Program, access to a surveillance camera will trigger an automatic alert to the Agency and Site Primary accounts and shall provide such Users the ability to report and deactivate surveillance system access.



CAMPUS INFORMATION



CAMPUS INFORMATION PAGE

The School Safety Software Program will include the following information for each District/School Campus:

1. **Campus Information**

(a) Contact Information

- i. Campus Address
- ii. Office phone number
- iii. Office email

(b) Campus Details

- i. Size of Campus
- ii. Number of buildings
- iii. Number of classrooms

(c) Campus Community

- i. Grade levels
- ii. Number of Students
- iii. Number of Staff

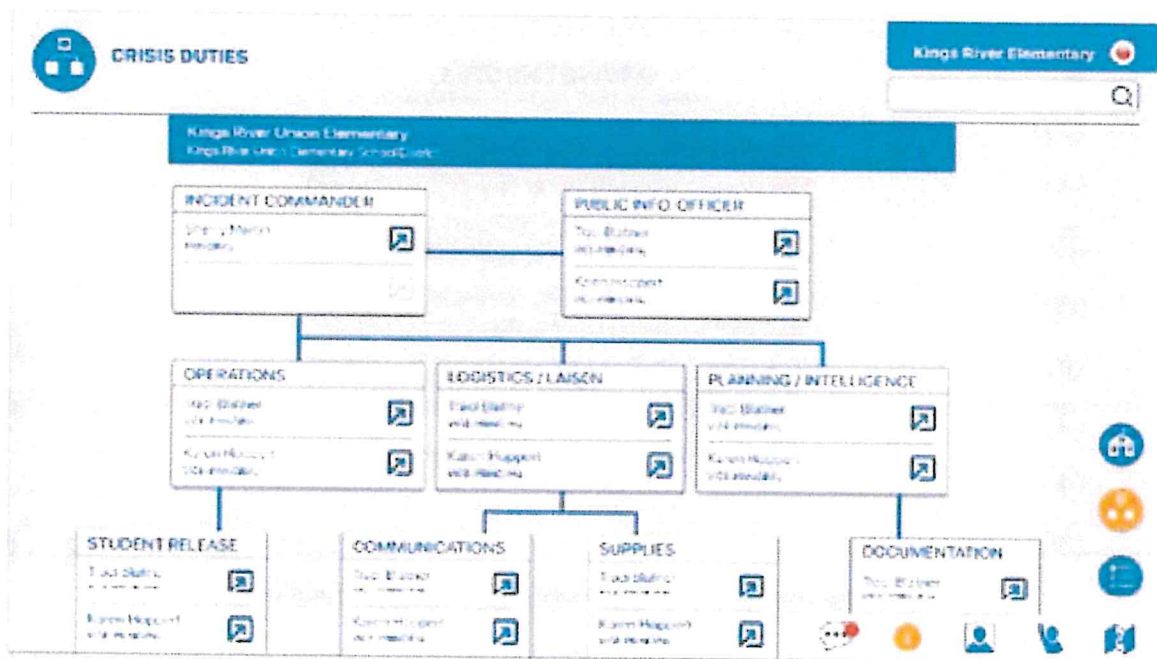
2. **Crisis Duties**

Each District/School Campus will need to identify at least one District/School staff member responsible for each of the Crisis Duties identified below. The Crisis Duties and specific staff assigned to each duty will be available in the School Safety Software Program. The Crisis Duty page will link to users' Campus ID information. Specific

responsibilities for each District/School staff member providing Crisis Duties will be included in the training manual and materials provided by TCOE.

List of Crisis Duties may include:

- (a) Incident Commander
- (b) Public Information Officer/ Communications
- (c) Operations
- (d) Logistics / Liaisons
- (e) Planning Intelligence
- (f) Student Release
- (g) Supplies
- (h) Medical
- (i) Staffing



DESKTOP VIEW OF CRISIS DUTIES PAGE

3. Emergency Procedures

The School Safety Software Program will store the District/School's emergency procedures, which will include information on what to do before, during, and after an Emergency. The District/School is responsible for preparing and uploading emergency procedures for each Campus to the School Safety Software Program and ensuring that the Emergency Procedures are updated regularly and with new information.

List of procedures to be provided by District/School:

- (a) Active Shooter
- (b) Explosive
- (c) Chemical
- (d) Earthquake
- (e) Fire
- (f) Threat
- (g) Lockdown
- (h) Medical
- (i) Other natural disaster

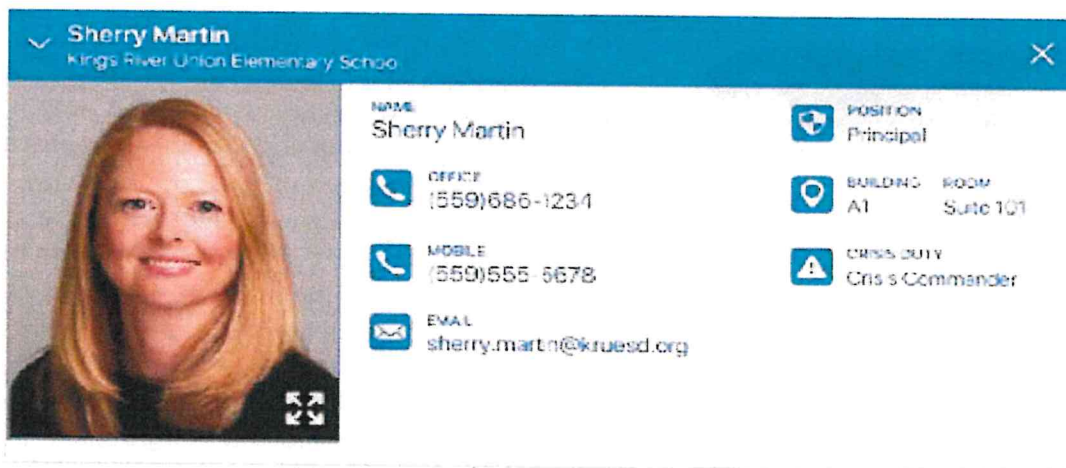


DESKTOP VIEW OF ACTIVE SHOOTER (DURING) PROCEDURE PAGE

STAFF INFORMATION

1. The School Safety Software Program will provide information for four levels of staff:
 - (a) Administrators: District/School and Campus specific administrators.
 - (b) Teachers: includes teachers and teachers' aides working in classrooms.
 - (c) Office Staff: staff working primarily in the office area, such as secretaries, nurses, counselors, etc.

- (d) Support Staff: staff working on Campus, such as cafeteria workers, groundskeepers, custodial staff, etc.
2. The following information will be provided for each Campus staff member:
- (a) Name
 - (b) Title/Job Service
 - (c) District/School Contact Information
 - i. Office and District/School mobile phone number
 - ii. District/School email
 - iii. Building ID
 - iv. Room
 - (d) Crisis Duties, if applicable
 - (e) The following may be included only if authorized by the Staff member:
 - i. ID Photo
 - ii. Personal mobile phone number
 - iii. Personal email address



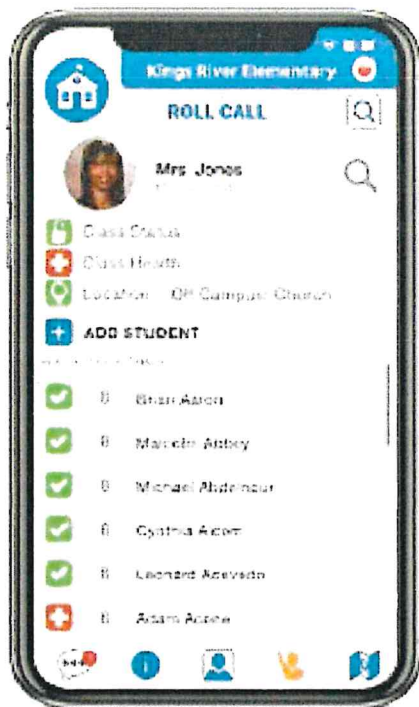
DESKTOP VIEW OF STAFF INFORMATION ID CARD

BULLETIN BOARD



The Bulletin Board provides Safety Agencies and District/School personnel the ability to post messages that are directly visible by all Users. This allows news and information to be dispersed to all parties without delay.

ROLL CALL



In the aftermath of an Emergency, students and staff may be displaced on Campus and to off-Campus locations. District/School and Campus administrators need to know the location of students following an Emergency. Roll Call allows District/School and Campus administrators to account for students under their custody and gives the location and status of students. District/School and Campus administrators will be able to see the status of everyone displaced around Campus and off-Campus locations from a central location using the School Safety Software Program.

OVERVIEW OF ROLES AND RESPONSIBILITIES

Below is an overview of the roles and responsibilities of TCOE, District/School, and Safety Agencies when using the School Safety Software Program. Roles and responsibilities are more fully defined in the training manual and materials developed by TCOE and provided to Users.

TCOE Responsibilities

- School Safety Software Program Maintenance and Support and User training as set forth in **Exhibit B**.
- Communicating with Users to make sure the School Safety Software Program is maintained with up-to-date information
- Preparing and disseminating training materials, including push updates

District/School Responsibilities

- Updating the School Safety Software Program with Staff Information, Emergency Procedures, Crisis Duties, and other information as required
- Ensuring District/School staff receive, and complete User account setup
- Keeping accounts up to date including on-boarding and off-boarding of staff
- Notifying TCOE of any changes to Campus, including, but not limited to updates to Floor Plan, Surveillance Camera locations, Gate locations, and other physical modifications. Fees and costs incurred for School Safety Software Program updates as a result of physical changes to a Campus shall be the responsibility of the District/School and are discussed more fully in **Exhibit C**
- Ensuring District/School Users obtain School Safety Software Program training before use and that no unauthorized use of the School Safety Software Program will occur

Safety Agencies

- Updating the School Safety Software Program with account information, including but not limited to a list of participating school districts and schools that are within the jurisdiction of the Safety Agency
- Identifying Safety Agency contact persons for each participating school district and school Campus
- Ensuring Safety Agency Users obtain School Safety Software Program training before use and that no unauthorized use of the School Safety Software Program will occur

AUTHORIZATION & VERIFICATION PROCESS

The School Safety Software Program includes an authorization/verification process to verify Users and limit access to information and data within the School Safety Software Program based on account type. Each User shall be authorized and verified. The authorizer will send out the registration invitation and each User shall be responsible for creating an account and downloading the School Safety Software Program app. There can be multiple Secondary-level Users with the same administrative powers. Account types, access levels, and responsibilities are more fully defined in the training materials that will be made available to Users.

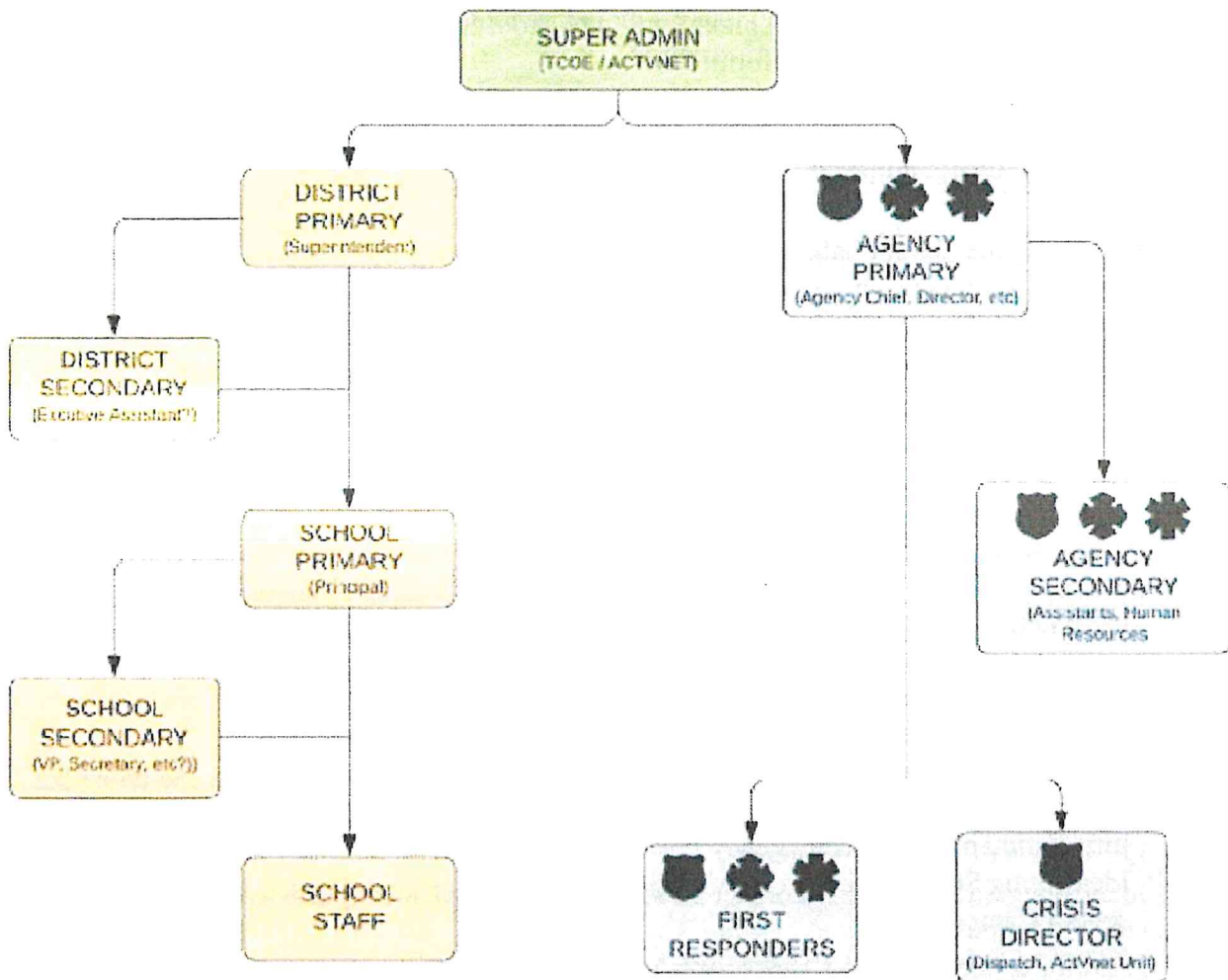


EXHIBIT B

SCHOOL SAFETY SOFTWARE PROGRAM MAINTENANCE AND SUPPORT SERVICES

1. Scope of Coverage. Subject to the terms and conditions of the Agreement, TCOE shall, during the Term of the Agreement or any renewal thereof, provide maintenance and support services ("Maintenance and Support") to District/School and authorized Safety Agency Users as set forth in this **Exhibit B** to the Agreement. The Maintenance and Support described herein does not expand or change the School Safety Software Program warranty provisions set forth in the Agreement.

2. Definitions. In addition to the defined terms set forth in the Agreement and School Software Program Scope of Services at **Exhibit A**, which are incorporated herein, the following capitalized terms shall have the following meanings:

(a) "Bug Fixes" shall mean any correction of an error contained in the School Safety Software Program.

(b) "Users" or "User" shall mean District/School and Safety Agency staff and personnel authorized to access and use the School Safety Software Program.

(c) "Update" shall mean a new version or a revised version of the School Safety Software Program made available by TCOE to Users that contains Bug Fixes and/or enhancements or improvements.

3. TCOE Maintenance and Support Obligations. TCOE shall provide Users the following Maintenance and Support:

(a) Back-end maintenance releases including Bug Fixes and Updates, which shall be made available to Users for download.

(b) Technical Support. TCOE will make reasonable technical assistance available to Users through email during working hours, Monday through Friday. TCOE will make all reasonable efforts to respond to emails within twenty-four (24) hours of receipt.

(c) Installation and Account Creation. User data entry and verification shall be the responsibility of District/School, School, and Agency Primaries. As necessary, TCOE will assist Users with the installation of the School Safety Software Program on User hardware and account setup, as needed.

(d) Training. In order to assist District/School and Safety Agency personnel in the use and operation of the School Safety Software Program, TCOE shall provide Users with a set number of training hours, consisting of software demonstrations and tutorials, which may be delivered in various formats, including, but not limited to online, in-person, or via pre-recorded videos and written materials. Training sessions shall be scheduled and coordinated by District/School, Safety Agency, and TCOE and shall be mandatory for all District/School and Safety Agency personnel who will operate and have access to the School Safety Software

Program. Additional training may be made available by TCOE in its sole discretion based on User feedback.

(e) TCOE will prepare training materials, including, but not limited to pre-recorded training videos, and instruction manuals, which shall be available in the School Safety Software Program. TCOE may prepare and make available newsletters, push-notifications, and system notes to assist Users.

4. Limitation. TCOE shall have no Maintenance and Support obligations with respect to (i) any hardware or software product other than the School Safety Software Program and (ii) any unauthorized modification or use of the School Safety Software Program.

EXHIBIT C

SCHOOL SAFETY SOFTWARE PROGRAM FEES

1. **Fees.** The District/School shall pay TCOE an annual license fee ("License Fee") for the School Safety Software Program License granted in the Agreement and a one-time setup fee ("Setup Fee") which shall be calculated based upon the District/School's average daily attendance ("ADA") in the amounts set forth in the table below (the License Fee and Setup Fee are collectively referred to as "Fees").

ADA shall be determined based upon the most recent available data from the California Department of Education ("CDE") prior to the commencement of each Term. For purposes of the Setup Fee, in the event the ADA from a prior school year increases and the District/School enters into a new tier for the following school year, the District/School shall be responsible for paying the difference between the Setup Fee for its new tier and its prior tier designation.

	TIER I (1-400)	TIER II (401-800)	TIER III (801-1,200)	TIER IV (1,201-1,600)	TIER V (1,601-2,000)
SETUP FEE	\$6,000	\$9,000	\$12,000	\$15,000	\$18,000
ANNUAL FEE	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400

2. **Fees Subject to Change.** Fees shall be subject to change and may be adjusted by TCOE annually.

3. **Payment.** Fifty percent (50%) of the Fees shall be immediately due upon execution of the Agreement and the remaining Fifty percent (50%) shall be due upon activation of the School Safety Software Program. District/School shall pay the Fee to TCOE within forty-five (45) days of District/School's receipt of an invoice from TCOE.

4. **District/School Costs.** The District/School shall be responsible for costs of all materials and equipment including, but not limited to surveillance system and cameras, Building IDs, signs, and printing costs related thereto. The District/School shall be responsible for all costs related to physical changes to a Campus which result in the need for new Building IDs, photography, drone photography, and other similar costs incurred as a result of such physical change. Any costs incurred by TCOE as a result of a physical change to a Campus shall be invoiced and paid in the manner set forth in Section 3 above.

SCHOOL	ADA	TIER	INITIAL SETUP COST
Traver Joint Elementary	200	1	\$6,000

Grand Total: \$ 6,000