

Apex Software Support Agreement - Non-Recurring

Schedule of Services:

Apex Integrated Security Solutions ("Apex") will provide the Support Services listed below for the Apex installed software for Canyon Country Idaho ("Client"). Client shall provide two contacts ("Contacts") on page 2 of this agreement for these Support Services.

Maintenance: Apex shall maintain the manufacturer's software so that it operates in substantial conformity with the operations manuals and manufacturer's specifications. The Manufacturer will be responsible to make corrections discovered by Apex Integrated Security Solutions, which cause the software to fail to function in accordance with the manufacturers specifications in any material respect.

Service Packs & Upgrades: Based upon the upgrade & support program submitted to Apex Integrated Security Solutions, Apex will distribute manufacturers patches and new versions of software as they become commercially available, and to correspond with the site's configuration on record.

Lapsed Coverage: Any lapse in **continuous** coverage of this Software Support Agreement may require to upgrade to the latest software version available by paying the back support depending on the manufacturer's policy for systems out of warranty and not covered by a current Support Plan.

Service: In the event that Apex detects any consistently reproducible error, defect or nonconformity to the specifications in the software, Apex will work with manufacturer to furnish off-site telephone support, in the form of consultations, assistance and advice on the use or maintenance of the software upon Apex request, during normal published business hours. (M-F 8am-5pm MST) Only Apex personnel may request such support and such request will be made within twenty four (24) hours. Client may reach Apex at: (208) 378-9650 or 1-888-965-9650. After hours instructions for contacting an on-call technician number will be available on the voice service at (208) 378-9650. For all support services under this agreement, Apex may elect to perform these remotely, via on-site visit or both. Apex will perform all support services under this agreement at the discounted Apex labor rate. Additional labor hours will be quoted at current Apex labor rate.

Excluded Items: Errors caused by the following circumstances are not covered in the price for the Software Support Agreement:

1. Failure to follow manufacturer's operation or maintenance instructions; or
2. Failure of hardware or software not maintained, as specified by manufacturer or the original equipment manufacturer (OEM), or the use of the software on the hardware or with an operating system other than that specified by, manufacturer; or
3. Abuse, misuse or negligent acts; or
4. Modification or any attempt to modify the Software without the written approval of manufacturer; or
5. Events outside manufacturer's reasonable control or not arising under normal operating conditions; or
6. All specified and required third party software upgrades and hardware upgrades.

Term: This agreement shall commence on the date of the last signature below (the "Effective Date") and shall remain in effect until September 30, 2026. At least ninety (90) days prior to the expiration date, the provider will notify the client of the upcoming expiration and provide options for renewal or cancellation. The client must provide written notice of their decision prior to the expiration date. Payment for any renewal term shall be due on the Renewal Date at the then-current support rates for the Software. This agreement may be terminated for non-payment or material breach. All fees paid or due are non-refundable.

General: Each party acknowledges that it has read this Agreement; they understand the agreement and agree to be bound by its terms. Further, both parties agree that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties. The Software and the use thereof is subject to the license agreement related to the Software. Times by which Apex will perform under this agreement shall be postponed automatically to the extent that we are prevented from meeting them by causes beyond reasonable control. This agreement and performance


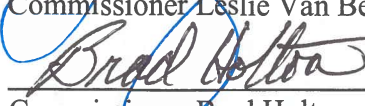
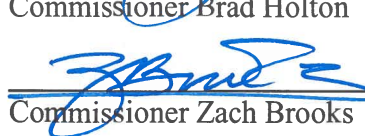
Apex Integrated Security Solutions – Software Support Agreement

25-021

DATED this 16th day of March, 2025.

BOARD OF COUNTY COMMISSIONERS

☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	_____	_____
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	_____	_____
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	_____	_____

ATTEST: RICK HOGABOAM, CLERK

By: J Ross
Deputy Clerk

SSA 1A

Canyon County LenelS2 Virtual Machine SUSP (Software Upgrade and Support Plan)

The LenelS2 Virtual Machine SUSP (Software Upgrade and Support Plan) with up to 128 reader licenses is a subscription service provided by LenelS2 through Apex Integrated Security Solutions, an EverOn Company, to ensure that your LenelS2 Virtual Machine system remains up-to-date and fully supported.

Key Features of the SUSP

1. Software Updates and Upgrades

- Includes **4 hours of biannual onsite service** by Apex Integrated Security Solutions to update and maintain your servers.
- Provides access to the latest firmware and software releases for the LenelS2 Virtual Machine.
- Ensures compatibility with the latest technologies, integrations, and security patches.

2. System Expansion

- An active SUSP allows a LenelS2 Virtual Machine system to grow through portal licensing as well the addition of software options.

3. Technical Support

- Provides expert assistance to LenelS2 Value-Added Reseller (VAR) certified technicians for real-time system troubleshooting, issue resolution, and resource navigation. May include engineering escalation, upgrade assistance, deployment guidance, migration advice, and patch support. Does not include 24/7 Emergency Service Option

4. Enhanced Security

- Regular updates that include security patches to address vulnerabilities and protect against emerging threats.

5. Maximized System Performance

- Continuous improvements and optimizations ensure your system operates at peak performance.

6. Compliance

- Keeps your system aligned with evolving compliance standards in the security industry.

Benefits of an Active SUSP

- Reduces the risk of system obsolescence.
- Enhances uptime and reliability with proactive updates.
- Ensures your system stays aligned with evolving security and industry requirements.