

Apex Software Support Agreement - Non-Recurring

Schedule of Services:

Apex Integrated Security Solutions ("Apex") will provide the Support S	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

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hereunder shall be governed by the laws of the State of Idaho. Venue shall be in Ada County, Idaho. No action, regardless of form, arising out of this Agreement may be brought by Client more than one (1) year after the cause of action has arisen. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent, deemed to be omitted. Client may not assign or sub-license without the prior written consent of Apex Integrated Security Solutions, Inc. Client's rights, duties or obligations under this Agreement to any person or entity, in whole or in part. The prevailing party in any action related to this agreement shall have the right to recover its reasonable expenses including attorney's fees.

The term "Software" as used in this agreement means:

Software Manufacturer: LenelS2 Virtual Machine	System Type: Access Control	Licenses: up to 128	Annual Amount: \$ 3,396.33					
4 Hours Labor biannually	Repurchased Labor	up to N/A	\$ 1,440.00					
See document SSA 1A		up to						
		up to						
		up to						
Designated Contacts, full names followed by telephone number and e-mail address. (Two maximum).								

Contact 1:	Contact 2:	
Name: Les Johnson	Name: Rick Britton	
Telephone #: (208) 614-5010	Telephone #: (208) 695-8939	
E-mail Address: Leslie Johnson@canyoncounty.id.gov	E-mail Address: Rick.Britton@canyoncounty.id.go	

During the term of this agreement, the Customer may delete and add Designated Contacts by sending notification in writing on Customer's letter head and addressed to Apex. We may rely on such notice to make the change.

Apex Integrated Security Solutions: Name: Mike Ford	Client: Canyon County Idaho		
Address: 187 E 50th St. Garden City, ID 83714	Address: 1115 Albany Street, Suite 136 Caldwell, ID 83605		
Signature: Michael Ford	Signature: See attached signature page		
Title: General Manager	Title:		
Date: 3/3/2025	Date:		
The Effective Date of this Agreement is:			
Annual Amount for this Agreement: \$4,836	5.33		

DATED this Love 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
Commission on Media Von Book			
Commissioner Estie Van Beek Commissioner Brad Holton	X		<u> </u>
Commissioner Zach Brooks	1		
ATTEST: RICK HOGABOAM, CLERK			
By: 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.