

NAPA COUNTY AGREEMENT NO. 260193B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 21st day of October, 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and Peraton, Inc, a Maryland corporation, whose address is 12975 Worldgate Drive, Suite 7322 Herdon, Virginia 20170 hereinafter referred to as “Consultant.”

RECITALS

A. County wishes to obtain professional services in order to provide Computer Aided Dispatch (CAD) to Computer Aided Dispatch (C2C) services between the Napa County Fire/CALFIRE LNU Peraton Altaris CAD and the City of Napa Central Square Hub CAD enabling data to be shared from the Public Safety Answering Point (PSAP) and the Secondary PSAP. This agreement incorporates the implementation costs and Year 1 and Year 2 of services.

B. Consultant was selected to provide professional services without a competitive process because the professional services needed are only available from one source.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Consultant shall provide professional services to County as described in Exhibit A to this Agreement, attached hereto and incorporated herein, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant’s proposal or statement of qualifications.

1.2 Schedule. Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and

expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

1.5 Other Remedies. This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by County.

1.7 Government Code Section 7550. Every document or report prepared by Consultant for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of County exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire 2 year(s) after the Effective Date unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant's performance under this Agreement for cause at reasonable compensation to Consultant (for work performed up to the suspension date, and for reasonable demobilization costs) for a period of time not to exceed 60 days. County must give 30 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to

resume performance in compliance with the terms and provisions of this Agreement and may be entitled to a schedule adjustment or equitable relief for delay beyond its control.

2.3 Termination for Convenience. Either party may terminate all or part of this Agreement for its convenience by giving thirty (30) days' prior written notice to the other party. The termination will take effect thirty (30) days after the notice is received by the recipient party. Upon receipt of such notice, the recipient party shall immediately cease all affected performance (unless otherwise directed) and take reasonable steps to orderly finalize and deliver all work, documents, data, and materials (whether completed or in progress) produced under the Agreement to the non-terminating party. The recipient party may retain copies for its own records. The non-terminating party shall pay for all services performed satisfactorily up to the effective date of termination, as well as reasonable costs incurred by the recipient in preparing and delivering required documents and materials. No compensation shall be due for lost profits, unperformed work, or anticipated overhead related to the terminated portion of the Agreement.

2.4 Termination for Cause. Either Party may terminate this Agreement for cause (default) if the other Party fails to satisfactorily perform any material obligation under this Agreement, including but not limited to timely performance in accordance with the schedule. Before termination for default, the non-breaching Party shall provide the breaching Party with written notice specifying the nature of the default and afford a reasonable cure period. Unless otherwise agreed, the cure period shall be ten (10) days from receipt of the written notice. If the breaching Party does not cure the default within the specified period, the non-breaching Party may immediately terminate this Agreement (in whole or part) and terminate any rights the breaching Party or any parties claiming through it may have under this Agreement. The rights and remedies stated herein are additional to and not in lieu of any other remedies available at law or equity.

2.4.1 Absence of Default. If after County gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

2.5 Purchasing Agent's Authority. The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. County shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay according to the compensation and fee schedule set forth in Exhibit A.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with

the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of TWO HUNDRED AND EIGHT-FIVE THOUSAND DOLLARS (\$285,000) provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Consultant may submit one invoice per calendar month, to the Napa County Fire Department Finance Department who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Consultant acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 Price Adjustments. [Reserved.]

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to

matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Liability Limitations. See Exhibit A, Attachment D, Article 24.

5.2 Design Professionals. To the extent Consultant is providing the services of a “design professional” as defined in California Civil Code section 2782, County acknowledges that Consultant’s obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.4 Enforcement Costs. Consultant shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on County’s website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

6.1.1 Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of County Employees. Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Consultant shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Consultant shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and

other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Consultant and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Consultant shall provide County with access to Consultant's records which are reasonably necessary for County to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY:
Napa County Fire Department
951 California Blvd
Napa, CA 94559

CONSULTANT:
Peraton
12975 Worldgate Drive, Suite 7322
Herndon, Virginia 20170

9.3 Independent Contractors. Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits/Attachments to this Agreement.
- 9.4.3 The RFQ or RFP issued by County.
- 9.4.4 Consultant's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and

could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

9.9 Insolvency. Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 County Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement (including all Contract Documents) may be modified only by a written instrument signed by authorized representatives of both parties. Any oral or implied changes are void. If Consultant performs work outside the scope without prior written approval, Consultant waives any claim for additional compensation or schedule adjustment.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Neither party may assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without the other party's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between the party and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

PERATON, INC.

By La Juan Carter
LA JUAN CARTER, Contracts
Administration Director

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of
Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: <u>October 9, 2025</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A
SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide the following services in accordance with Consultant's proposal dated September 19, 2025, which is attached as part of this exhibit.

Attachment A

CAD to CAD & AWS Overview and Statement of Work

Peraton will provide the following:

- Project Management oversight for the duration of the implementation project.
- Conduct regular project status calls to include resources from Peraton, Napa County Fire/CAL FIRE LNU, Napa City, and Central Square.

CAD to CAD:

- Remotely install and configure Peraton CAD to CAD Gateway Software on customer provided Servers/VMs. Customer is responsible for all third-party software required on the Gateway, including but not limited to Microsoft Windows Software. (See attached Peraton Minimum Requirements document.)
- Remotely install and configure CAD to CAD translations on customer provided SQL Servers/VMs. Customer is responsible for all third-party software required on the Database Server, including but not limited to SQL Software. See attached Peraton Minimum Requirements document.
- Configure metadata for the Peraton CAD to CAD Gateway. This configuration includes code translations, unit IDs and other metadata as agreed to by the agencies and vendors.
- The data transfer will include CAD to CAD transactions to enable two-way exchange of incident, unit and AVL data.
- Provide remote installation of the Peraton Gateway configuration & SQL Database.
- Project Manager will provide installation schedule, coordinate testing sessions, and coordinate Go-Live of CAD to CAD.
- Provide remote cutover support.
- Provide two (2) years of maintenance.
- All Peraton tasks will be performed remotely. If Peraton is requested to be on site for CAD to CAD installation, Peraton will provide customer with applicable costs associated with travel.

Napa County Fire/CAL FIRE LNU/Napa City Responsibilities:

- Provide all related hardware, hardware installation, and third-party software. This includes, but not limited to:
 - Gateway and SQL Server/VMs Hardware and Software Licenses
 - Refer to Attachment B Peraton CAD to CAD Gateway and SQL Server Requirements document attached.
 - These Servers/VMs cannot be installed in the CAL FIRE network. Customer has requested Peraton to provide an AWS instance to house the Gateway & SQL database servers. Refer to AWS section below for details.

** NOTICE OF PROPRIETARY INFORMATION **

This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton. This document may be used by the authorized recipient solely for internal purposes.

- Allow access to the Gateway and SQL Servers/VMs within the AWS environment.

Provide SSL Certificates.

- Provide an agency technical staff member qualified to assist with end to end testing of the CAD to CAD.
- Provide any required networking hardware & software, testing environment and client-side single point of contact.
- Provide a technical CAD resource (i.e. dispatcher, CAD Admin, etc.) for both Napa County Fire/CAL FIRE and Napa City to provide timely input and responses related to:
 - Applicable CAD codes, units, status, and other data that will be shared in the CAD to CAD data exchange between Napa County Fire/CAL FIRE LNU Peraton Altaris™ CAD and Napa City Central Square CAD.
 - Workflow between the two agencies. Examples: auto aid, auto dispatch, and specific resources to be included.
 - Participate in testing and provide timely response to issues discovered in testing.
- Napa County Fire/CAL FIRE LNU and/or Napa City will be responsible for contracting with Central Square for the development and installation of Central Square Hub to support CAD to CAD to the Peraton LNU Altaris™ CAD.
- Assist Peraton Project Manager in the coordination or escalations with Napa City and Central Square for development, implementation & testing.
- Provide any networking support to enable secure communication between Napa County Fire/CAL FIRE LNU, Central Square HUB, and Central Square CAD.

Assumptions:

- Napa County Fire/CAL FIRE LNU and/or Napa City will be responsible for contracting with Central Square for Central Square CAD and Hub requirements.

Dependencies:

- CAL FIRE Security policies have changed. Cooperative Agencies are no longer allowed to exchange traffic directly within the CAL FIRE DMZ. This change dictates that the customer provided servers/VMs required for the Peraton Gateway and SQL Database servers must be hosted outside the CAL FIRE Network. Napa County Fire/CAL FIRE LNU and Napa City will be responsible for installation and maintenance of the required hardware, software and network security.
- All parties will be diligent in completing assigned tasks on time per the agreed upon project schedule and timeline. The estimated implementation period is three months.
- All parties are expected to participate in testing and resolve any issues within two days of identification of the issue to enable testing to continue expediently.

Project Completion Acceptance Criteria

Prior to beginning testing, the four parties, (Peraton, Napa County Fire/CAL FIRE LNU, Napa City & Central Square) will agree upon the scenarios to be tested. Peraton project manager will document the testing scenarios, testing results and share with all parties after each testing session. At the successful completion of agreed upon testing scenarios, written approval from Napa County Fire/CAL FIRE LNU will be sent via email to the Peraton PM to represent project completion. At this point the installation portion of the project will be completed and the project will move to maintenance.

If project completion is delayed due to Central Square or Napa City, and Peraton has completed all tasks in the Peraton Statement of Work, customer agrees that Peraton can close out the installation portion of the project and transition to Maintenance. If during testing, Central Square or Napa City make changes that require Peraton to modify their CAD to CAD interface, additional charges may apply.

Architectural Overview

The basic unit of CAD to CAD integration is the CAD to CAD Gateway. Gateways are used to connect other Gateways to either a CAD system or a CAD to CAD hub. Each Gateway consists of two logical parts: an application server and a SQL database server. These two logical servers are usually deployed on two separate virtual servers. Furthermore, both logical servers support clustering and other common techniques for enhancing performance and reliability. Peraton recommends that Gateways be deployed into data centers near the CAD to which they are connected, and they can communicate with other Gateways across the Internet. Attachment B provides the minimum requirements for the Peraton Gateway and SQL Servers and software.

Gateways

Each Gateway generally has two interfaces: communication between Gateways is done via XML Web Services that exchange encrypted and compressed NIEM-based messages, and communication with the local CAD or hub is through interfaces defined by the connected system. A Gateway connected to Napa County Fire/CAL FIRE LNU and the CAL FIRE CIS, will utilize the Peraton CAD to CAD API.

Attachment C provides a CAD to CAD High Level Diagram & Peraton Architecture Overview. Once the project is contracted and location of the Gateway and SQL servers are determined, Peraton will provide a detailed architectural diagram.

Attachment B

Peraton CAD to CAD Gateway and SQL Server Requirements

Gateway Server

- Windows Server 2019 minimum, 2022 recommended- Any edition
- 4 GB RAM minimum (recommended 16 GB)
- CPU: 2 GHz or higher; single core minimum, two core recommended.
- Preference is separate VMs for test and production.
- 40 GB Storage capacity minimum, recommend separate application volume

SQL Server Requirements

- Windows Server 2019 minimum, 2022 recommended- Any edition.
- SQL Server 2019, 2022 recommended - Standard or Enterprise Edition
- 16 GB RAM minimum (recommend 32 GB or higher)
- CPU: 2 GHz or higher, recommend quad core or higher.
- High speed read/write disk drives minimum 10-15K RPM (recommended SSD)
- Recommended RAID 5,6 or 10 configuration of disks, or san storage
- A single SQL Server can support both the Test and Live environments, preference is separate VMs for test and production.
- Storage Capacity
 - 40 GB recommended for the drive containing the OS and SQL executables
 - 20 to 40 GB for system databases
 - The database is primarily used for short-term management of the process. Peraton recommends keeping it small to improve performance. The Gateway directly manages the size of the database by limiting the length of time the data is kept.
 - Data is typically kept for 14 days, file size will vary based on message types implemented and traffic volume.
 - It is possible to use our data to analyze past events. Peraton doesn't normally do data backups because the data is transient in nature and restoring from backups is never needed by the Gateway. If you wish to save data for that purpose, then we suggest setting up replication or saving backups. The amount of space required will depend on how far back you want to keep data. The size estimate for 14 days of data could be useful for determining how much more space is required.

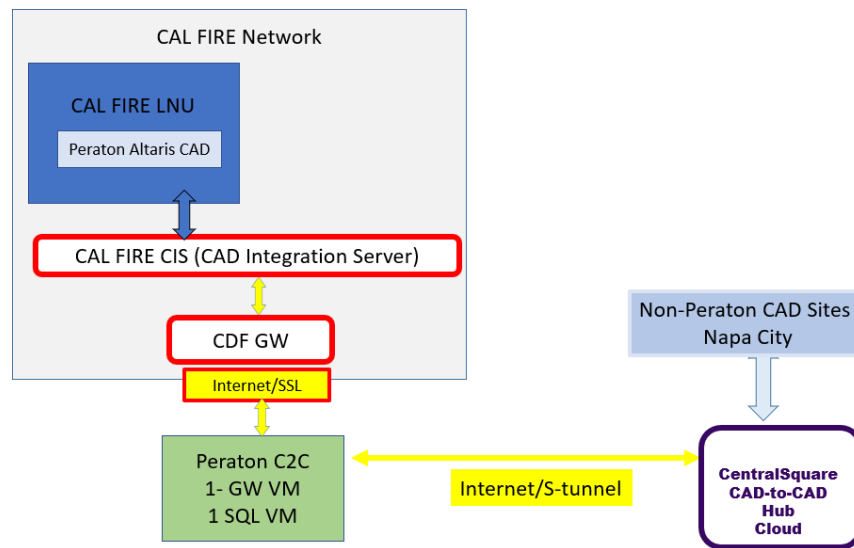
Licenses Recommended per SQL Server/VM:

- Microsoft SQL Server Standard - license - 1 license
- Microsoft SQL Server Standard Edition - license & software assurance - 1 seat
- Microsoft SQL Server - license - 1 user CAL
- Microsoft SQL Server - license & software assurance - 1 user CAL

Attachment C

CAD to CAD High Level Diagram & Peraton Architecture Overview provides a high-level conceptual diagram of the CAD to CAD connectivity and description of each component in the CAD to CAD federation.

CAD to CAD High Level Diagram & Peraton Architecture Overview



CAL FIRE Gateway

A single Gateway is deployed for CAL FIRE in a DMZ in Sacramento (labelled **CDF GW** in diagram). This Gateway communicates with the outside world via SSL and uses client authentication certificates to communicate with other Gateways. It is behind a firewall which must be configured to whitelist the URL of any other Gateway in the federation. The Gateway communicates with the CAL FIRE CAD Interface Server (CIS), using the CAL FIRE CIS API, which is responsible for directing messages to the Napa County Fire/CAL FIRE LNU Altaris™ CAD. (Green Box in diagram above)

Napa City CAD

The Napa City Central Square Enterprise CAD will communicate to the Central Square HUB. The HUB will send messages to and receive messages from the Napa County Fire/CAL FIRE Gateway which communicates to the CAL FIRE CIS API Gateway, which is responsible for directing messages to and from the Napa County Fire/CAL FIRE LNU Altaris™ CAD system.

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Supported Messages and translations

The following messages/transactions and translations are supported by the Peraton CAD to CAD Gateway.

Transactions Supported

- Resource Status
- Resource Status Request
- Resource Location (AVL)
- Resource Request - Automatic Aid
- Resource Request Approval – Requested Unit
- Resource Request Approval – Substitute Unit
- Resource Request Rejected
- Resource Cancellation
- Resource Control Request
- Incident Transfer (Recipient Jurisdiction)
- Incident Transfer Acknowledgement (Approval)
- Incident Transmit (Sender Jurisdiction)
- Incident Status Update
- Incident Remarks/Comments Add
- Incident Message
- Incident Close
- Ping/Heartbeat Request
- Ping/Heartbeat Response
- Workstation Message
- Message Acknowledgements

Translations Supported

- Incident Type
- Incident Sub Type
- Incident Status
- Incident Description
- Service Call Mechanism
- Incident Priority
- Incident Disposition
- Incident Name
- Incident Reason
- Terminal ID
- Unit ID

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- Unit Status
- Sender Agency
- Recipient Agency
- Jurisdiction Agency
- Resource Agency
- Auto Aid ID to CAD Resource ID (CAL FIRE only)
- Auto Aid ID to Home CAD Resource ID (CAL FIRE only)
- Auto Aid ID to IRWIN ID (CAL FIRE only)

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Attachment D - FRS General Provisions

GENERAL PROVISIONS

Article 1: Definitions

The following terms shall have the meanings set forth below:

- (a) "Agreement" means the instrument of contracting, such as "Purchase Order," "PO," "Subcontract," or other such type designation, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a master or other overarching agreement that provides for releases (in the form of a Task Order or other such document) the term "Agreement" shall also mean the release document for Work to be performed.
- (b) "Peraton" means the entity identified on the face of the Agreement.
- (c) "Peraton Contract Administrator" means a person authorized by Peraton to administer and/or execute the Agreement.
- (d) "Customer" means the party that receives and accepts a proposal from Peraton.
- (e) "Work" means all required labor, articles, materials, supplies, goods, and services required to be performed this Agreement.

Article 2: Term of Agreement

The term of this Agreement shall begin upon receipt of Customer's written acceptance of Peraton's Quote and shall continue through the completion of the Work and any maintenance period unless terminated sooner or extended as hereinafter provided.

Article 3: Acceptance of Agreement/Terms and Conditions

- (a) This Agreement entered into between Peraton and Customer integrates, merges, and supersedes all prior or contemporaneous understandings, agreements, negotiations, or representations, oral or otherwise concerning the subject matter hereof and constitutes the entire agreement between the Parties. No supplement, modification or amendment of the Agreement will be binding unless in writing which states that it is a modification of the Agreement, and which is signed by an authorized representative of each Party who is authorized to amend the Agreement.
- (b) Peraton will not commence services or incur any related expenses unless it has received an executed Agreement or other authorization from Customer expressly authorizing the Work.
- (c) The Parties agree that if this Agreement is transmitted electronically neither party shall contest the validity of this Agreement, or any acknowledgement thereof, on the basis that this Agreement or acknowledgement contains an electronic signature.
- (e) The headings and subheadings used in this Agreement are inserted for the convenience of the Parties and ease of reference. The headings and subheadings shall not define, limit, or describe the scope or the intent of the provisions of this Agreement.

Article 5: Payments, Taxes, and Duties

- (a) *Payment Terms.* Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) Customer's receipt of the Peraton's proper invoice; (2) scheduled completion of performance date of the Work; or (3) actual completion of performance of the Work. Payment shall be

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deemed to have been made as of the date of mailing Customer's payment or electronic funds transfer.

(b) *Taxes.* Unless otherwise specified, Customer is responsible for any applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government.

(c) *Hardware and Third-Party Software and Services.* 100% of the purchase price for the hardware shall be paid upon delivery to the Customer's site. Partial deliveries, invoicing, and payment based online item pricing provide by Peraton shall be permitted.

(d) Peraton license fees shall be paid upon acceptance of Peraton quotation or issuance of Purchase Order.

(e) For late payments

Article 6: Changes

Customer may request changes to the scope of work, services and/or equipment to be performed or provided by Peraton hereunder. All such changes (which are mutually agreed upon by and between all the parties) shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due Peraton for the change in scope and/or schedule, if any. Peraton shall have no obligation to proceed with any change until such time as Peraton and the Customer have agreed upon the impact on price and schedule and have executed a bilateral written amendment memorializing the change and the price and schedule impacts.

Any delays caused by Customer, including but not limited to any failure to a) timely approve documents as provided herein, b) comply with responsibilities set forth in the implementation plan, c) provide access to facilities or information required by Peraton to perform the Work, or Failure or d) delay in providing Customer furnished equipment shall be regarded as constructive changes and shall entitle PERATON to an equitable adjustment in price and schedule from the Customer. Should PERATON and Customer be unable to agree on the price impact to PERATON of such delay, such price shall be computed using PERATON's then current time and materials rates.

Article 7: Assignment/Change of Control

The rights and obligations hereunder, may not be transferred or assigned by one Party without the prior written approval of the other Party hereto. The foregoing shall not apply to assignment to a successor corporation as a result of a merger or a sale of all or substantially all of the assets or stock of that party, provided such merger or sale is not with or to a competitor of any to this Agreement.

Article 8: Acceptance

Unless otherwise specified, the Work subject to this Agreement shall be accepted upon completion of the Work set forth, or upon commencement of beneficial use by Customer whichever occurs first.

Article 9: Packaging and Shipping

(a) Delivery shall be to the location agreed upon by Peraton and the Customer. Unless otherwise specified, Peraton shall deliver all applicable deliverables and hardware in Customer-furnished containers using best commercial practices to the specified Customer's facility (or other facility as may be directed) in accordance with this Agreement.

(b) A complete packing list shall be enclosed with all shipments. Peraton shall mark containers or packages with necessary lifting, loading, and shipping information, including the Peraton Agreement number, item number(s), dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Agreement number. Peraton shall not insure any shipments nor declare any value on any shipments.

Article 10: New Materials

(a) *Definitions.* "Material," as used in this clause, includes, but is not limited to raw material, parts, items, components and end goods. "New," as used in this clause, means previously unused or composed of previously unused materials allowing for typical in-factory or site use including, but not limited to integration, installation, assembly, test, burn-in, training, troubleshooting, and rework as required. In addition, New Material is not reconditioned, remanufactured, or of such age or so deteriorated as to impair its usefulness or safety.

(b) Unless Customer specifies in writing otherwise, Peraton shall deliver New Material under this Agreement that is fully warranted and does not contain any counterfeit material.

Article 11: Entry on Customer's Facility

Peraton's personnel, including Peraton's subcontractors, shall comply with Customer's applicable security, safety, rules of conduct, badging and related requirements. Prior to entry on Customer's premises, Peraton shall coordinate with Customer for access. Peraton shall provide information reasonably required by Customer to ensure proper identification of personnel, including but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.

Article 12: Commercial Software Licenses

(a) *Acknowledgment of Ownership.* Peraton owns all right, title and interest to the Peraton Software and related documentation (the "Peraton Software"), including all custom modifications, derivative works and all technical and functional designs relating thereto. None of the services hereunder shall be considered "work for hire" within the meaning of Federal copyright law (17 U.S.C. Section 101 et seq). Customer shall not disassemble, decompile or reverse engineer the Peraton Software and any information obtained in violation of this provision shall be deemed confidential information owned exclusively by Peraton.

(b) *Operating License.* Subsequent to Acceptance and payment of all amounts due to Peraton by Customer, Customer shall upon Acceptance be granted a paid-up, perpetual, non-exclusive, not transferable operating license in object code form to install, store, load, execute and display (collectively, "Use") the Peraton Software on the Equipment located at the Customer's Operations Center in support of Customer's local area emergency dispatch service. Customer may make one (1) archival copy for back-up purposes. Peraton reserves all rights not expressly granted. This license is for Customer's internal use on the configuration of Equipment specified in the contract under which the software was installed by Peraton. Use by or for the benefit of any third party or on any other configuration of equipment (including upgrades to Equipment or components thereof, such as upgrading to a higher performance processor) shall require written authorization and payment of additional license fees.

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This license is for operations use only and does not authorize Customer to make any alterations, adaptations, translations or derivative works. Customer shall execute any standard licensing agreement(s) necessary for any third-party software subject to the above Peraton Quote.

(c) **Confidentiality.** Customer shall not allow any person, company, governmental agency, consulting firm or any other entity to have access to the software provided hereunder, other than employees of Customer who have a need to have access to such software in order for Customer to utilize such software for the purposes set forth herein. Should Customer allow such access without the express written consent of Peraton then Peraton may terminate Customer's license granted under this Agreement. Disclosure of such proprietary information will cause irreparable injury for which monetary damages will not be a sufficient remedy. Accordingly, in addition to other remedies available at law or in equity, Peraton shall be entitled to temporary or permanent injunctive relief, without the necessity of proving actual damages, to enforce the provisions of this Agreement.

Article 13: Call Priority Definitions:

Peraton has the sole discretion to determine the call priority level of any problem or defect consistent with the priority descriptions set forth in this Article 13. Peraton shall prioritize the problem reported based on the information reported by the Customer and a determination of the severity of the problem, consistent with the framework set forth below.

Priority	Definition
1 – Critical	• Major functions non-operational. • Prevents or adversely affects the accomplishment of an essential Production capability or critical requirement with no known acceptable (practical, realistic, sensible) workaround solution.
2 – High	• Adversely affects the accomplishment of an essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution. • Adversely affects the accomplishment of a non-essential Production capability with no known acceptable (practical, realistic, sensible) workaround solution. • System wide Outage/performance ◦ Software anomaly requires a CAD client restart.
3 – Medium	• Adversely affects the accomplishment of a non-essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution. • Results in user/operator inconvenience without affecting an essential Production capability.
4 – Low	• Minor Issue which does not adversely affect the accomplishment of any Production capability. • Documentation. • Request for Information. • Any other issues.

Article 14: Response and Resolution Time for Call Priorities

Peraton shall provide reasonable problem resolution or other technical support through a toll-free telephone support line to the Customer Support Group staffed with technical personnel from 5:30 a.m. through 5:30 p.m. (Pacific Time), Monday through Friday, excluding Peraton holidays; 800.421.7773. The Customer Support Group can also be contacted by email at FRS-Support@ngc.com.

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In addition to the normal Customer Support Group hours, the Customer can report emergencies twenty-four hours a day, seven days a week to 800.421.7773. Once reported, problems are logged into Peraton's problem tracking system and the Customer is given a tracking number.

Priority 1 - Critical

Response time of 60 minutes; worked continuously until resolved (Defects and non-Defects). Prevents or adversely affects the accomplishment of an essential Production capability or critical requirement with no known acceptable (practical, realistic, sensible) workaround solution.

Priority 2 - High

Response time of 4 hours.

Adversely affects the accomplishment of an essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.

Priority 3 - Medium

One business day response, no guaranteed resolution (Defects only).

Adversely affects the accomplishment of a nonessential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.

Priority 4 - Low

Five business days response, no guaranteed resolution (Defects only).

Minor Issue which does not adversely affect the accomplishment of any Production capability.

Peraton reserves all rights to update and provide corrected documentation. Peraton is under no obligation to correct all software defects.

Article 15: Data Security and Privacy

(a) If granted access to Customer's network, Peraton's personnel, including Peraton's subcontractors, shall comply with applicable Customer policies regarding network access. Prior to receiving any such access, Peraton, and any applicable subcontractors, shall be required to sign and abide by Customer's acceptable use policy. Peraton's employees will identify themselves as employees of Peraton. Under no circumstances will Peraton's employees represent themselves as employees of Customer and under no circumstances will Peraton represent that its personnel are employees of Customer.

(b) Peraton will implement and maintain privacy and security measures and data protection processes and systems sufficient to adequately protect Customer-provided information, data, services, and products consistent with best industry practices and in accordance with the terms of this Agreement.

(c) Peraton shall only collect, store, transfer, share, view, access or otherwise process data and access Customer information systems to the extent and manner necessary to provide the services, software, or products, in accordance with this Agreement. Any access to or use of Customer's information systems or processing of Customer's data by or on behalf of Peraton for any other purpose shall be deemed a breach of this Agreement by Peraton. Peraton shall not sell, rent, transfer, distribute, disclose, copy, alter, or remove Customer data, information system, or product unless authorized in writing by Customer. Peraton shall ensure all processing of data and provisioning of services and products complies with all applicable laws and regulations. If Peraton cannot process the data or provide services or products in accordance with such applicable laws and this Agreement, then Peraton shall immediately notify Customer in writing.

(d) Peraton will implement and maintain a comprehensive information security program with information security industry standard safeguards, such as ISO 27001/27002, in place to define roles and responsibilities, protect Customer data against a security breach, and to provide services or products which comply with the contractual obligations set out in this Agreement.

(e) As used in this Section, "Compromise" means that any information provided by Customer has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform this Agreement. If Peraton becomes aware of any Compromise of information provided by Customer to Peraton, its officers, employees, agents, suppliers, or subcontractors, including but not limited to a security breach, inquiry, product security vulnerability, or non-compliance (an

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"Incident"), Peraton will take appropriate immediate actions to investigate and contain the Incident and any associated risks, and promptly notify the Customer. Notification shall be made to the Peraton Cybersecurity via (a) email at Cybersecurity cybersecurity@peraton.com and (b) telephonically to 1-855-675-2265. Peraton shall use commercially reasonable efforts to provide Customer with notification within 12 hours after Peraton becomes aware of a security breach.

(f) Customer shall cooperation with Peraton in any investigation it may conduct regarding the nature and scope of any Incident.

(g) All data transmitted by Peraton over any unsecure network or wirelessly (including but not limited to email, instant messaging and web traffic), stored on portable devices, removable media and in transit between Customer's facilities must be encrypted. All Peraton data stored on Information Systems must be encrypted at rest.

(h) Customer shall maintain a disaster recovery plan for restoring its current and offsite data files processed pursuant to this Agreement. Supplier will be responsible for weekly backups and preservation of any data processed on behalf of Peraton. All backup copies of data shall be treated as confidential.

Article 16: Independent Contractor Relationship

Peraton's relationship to Customer shall be that of an independent contractor and this Agreement does not create an agency, partnership, or joint venture relationship between Peraton and Customer or Peraton and Customer personnel. Personnel supplied by Peraton hereunder shall be deemed employees of Peraton and shall not for any purposes be considered employees or agents of Customer. Peraton assumes full responsibility for the actions and supervision of such personnel while performing services under this Agreement.

Article 17: Release of Information

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Agreement or the subject matter hereof, will be made by Customer without the prior written approval of Peraton. Customer shall not use any trademark or logo owned by Peraton, in whatever shape or form, without the prior written consent of Peraton.

Article 18: International Trade Compliance

(a) Both Parties agree to comply and will ensure that all personnel performing under this Agreement comply with all applicable U.S. export, import, re-export control, and trade-related laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations (EAR), 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable; as well as the Foreign Trade Regulations (FTR) and the Office of Foreign Assets Control (OFAC) regulations. Peraton will advise Customer of the export control classification/jurisdiction concerning any commodities, software or technology that they provide. Peraton warrants that: (i) if necessary and upon Customer's request, it will provide Customer with technical specifications concerning commodities, software, technology or services covered by this Agreement sufficient for Customer to determine the appropriate export and import classification of such items under applicable regulations.

Customer is responsible for obtaining their own export authorizations (license, exemption, exception), unless notified otherwise by Peraton. Customer agrees to comply with all export authorization restrictions/provisos and not to exceed the scope of the authorization.

(a) Peraton agrees to notify Customer if any deliverable under this Agreement is restricted by export control laws or regulations, including without limitation the involvement of any denied or debarred parties under OFAC, licensing requirements under the ITAR or EAR, and technology export controls.

(b) Customer will not export, re-export or permit the re-export of any items or related technology in violation of any such law or regulation with regard to an ultimate destination of a restricted and/or embargoed country listed by the U.S. Department of State, Department of Commerce or the Department of Treasury and/or individuals on the Directorate of Defense Trade Controls' Debarred List and Nonproliferation Sanctions list; Bureau of Industry and Security's Denied Persons List, Entity List and Unverified List; and the Office of Foreign Assets Control's Specially Designated Nationals List or any other U.S. government list.

(c) All reports, correspondence, drawings, notices, marking, and other communications shall be in the English language. The English version of the Agreement shall prevail. Unless otherwise provided in writing all documentation and work shall employ the units of United States Standard weights and measures.

Article 19: Applicable Law and Disputes

(a) Any disputes under this Agreement that are not disposed of by mutual agreement of the Parties may be decided by recourse as an action at law or equity.

(b) This Agreement and any matter arising out of or related to this Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia, excluding its choice of law statutes. The Parties specifically disclaim application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

(c) Jurisdiction and venue for any suit between the Parties arising out of or connected with this Agreement, or the goods and services furnished hereunder, shall be in the US District Court for the Eastern District of Virginia or, if no federal jurisdiction, the state courts of Fairfax County, Virginia.

(d) Customer consents to personal jurisdiction in the Commonwealth of Virginia and any litigation under this Agreement, if commenced by Customer, must be brought exclusively in a Court of competent jurisdiction in Fairfax County, Virginia, without regard to conflicts of law principles. THE PARTIES HEREBY MUTUALLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY. The rights and remedies herein reserved to Peraton shall be cumulative and additional to any other or further rights and remedies provided in law or equity.

Article 20: Compliance with Laws

In addition, Peraton, in the performance of this Agreement, agrees to the following:

(a) *Performance*: To perform its obligations in compliance with and in support of all applicable local, state, and federal laws, orders, rules, regulations, declarations, and ordinances including, but not limited to, its obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity, including ensuring nondiscrimination on the basis of age, sex, race, color, religion, disability, national origin, genetic information or veteran status; affirmative action, including developing a written affirmative action program if it meets regulatory size and contract value thresholds defined at 41 CFR 60-2; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.

(1) In the event the performance of this Agreement requires licenses, permits, or prior approval from any government body, Customer shall procure all licenses or permits, and pay all fees, and other required charges, and shall comply with of all applicable guidelines and directives of any local, state, and/or federal governmental authority. Customer warrants that in all countries in which it does business, its operations and shipments comply with all applicable laws and regulations regarding security.

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Customer further represents that it will cooperate with Peraton in taking any actions that Peraton reasonably believes are necessary to comply with the regulatory obligations impacting this Agreement.

(2) If: (i) Peraton's contract price, cost or fee is reduced; (ii) any fines, penalties, or interest are assessed on Peraton; or (iii) Peraton incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Customer, its officers, employees, agents, suppliers, or subcontractors at any tier, Peraton may proceed as provided for in (4) below.

(3) Upon the occurrence of any of the circumstances identified in paragraph (2) above, Peraton may request an equitable adjustment (in whole or in part) in the price, cost or fee of this Agreement or any other contract with Customer, and/or may demand payment (in whole or in part) of the corresponding amounts. Customer shall promptly pay amounts so demanded. Such sums shall not be considered allowable costs under any provision of this Agreement. In the case of withholding(s), Peraton may withhold the same amount from Customer under this Agreement.

(b) *Anti-Corruption*: Customer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, (ii) the U.K. Bribery Act and other analogous anti-corruption legislation in other jurisdictions in which Supplier conducts business or which otherwise apply to Supplier, and (iii) the laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Supplier's country or any country where performance of this Agreement will occur.

In carrying out its responsibilities under this Agreement –

- (1) Customer represents that it has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for on behalf of any customer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer in any commercial transaction or in any governmental matter or securing any improper advantage to assist Peraton or Customer in obtaining or retaining business or directing business to any person.
- (2) No owner, partner, officer, director or employee of Customer or of any parent or subsidiary company of Customer is or will become an official or employee of the government or of an agency or instrumentality of a government or a candidate for political office or a political party official during the term of this Agreement, unless such person obtains the prior written approval of Peraton.
- (3) Customer has not made and will not make, either directly or indirectly, any improper payments.
- (4) Customer has not made and will not make any facilitating payment (as that term is defined in the FCPA) without the prior written approval of Peraton.

Article 21: Termination

(a) *Termination for Cause*. [RESERVED. See Paragraph 2.4 of the Agreement.].

(b) *Termination for Convenience*. [RESERVED. See Paragraph 2.4 of the Agreement.].

Article 22: Intellectual Property

Peraton warrants that the Work performed or delivered under this Agreement will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Peraton agrees to defend, indemnify, and hold harmless Customer and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Agreement infringes or otherwise violates the intellectual property rights of any person or entity.

Article 23: Warranties; Remedies

(a) *Warranties.* Unless specified to the contrary in the Scope of Work, for a period commencing on the date of successful completion of the Work, or acceptance by beneficial use, whichever occurs first, and thirty (30) days thereafter, PERATON warrants that (i) the software provided by it under this Agreement shall perform in accordance with the Quote; and (ii) the services performed by it under this Agreement shall be performed in accordance with the ordinary skill and care which would be reasonably executed by those who are knowledgeable, trained and experienced in rendering the services required at the time such services are performed. The warranty and maintenance for equipment shall be in accordance with the provisions received from the supplier. No such performance warranties are applicable to Time and Materials quotes.

THESE WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING OUT OF COURSE OF DEALING, OR CUSTOM OR USAGE OF TRADE.

THIS WARRANTY DOES NOT APPLY IF THE HARDWARE AND/OR SOFTWARE DELIVERED HEREUNDER (A) HAS BEEN ALTERED OR MODIFIED, EXCEPT BY SELLER; (B) HAS NOT BEEN INSTALLED, OPERATED, REPAIRED, OR MAINTAINED IN ACCORDANCE WITH INSTRUCTIONS PROVIDED BY SELLER; (C) HAS BEEN SUBJECTED TO ABNORMAL PHYSICAL OR ELECTRICAL STRESS, MISUSE, NEGLIGENCE, OR ACCIDENT; OR (D) IS USED IN ULTRA-HAZARDOUS ACTIVITIES.

(b) *Remedies.* (1) If, during the warranty period specified in Section a., above, Customer (a) discovers that the equipment provided by PERATON under this Agreement is not in accordance with the express warranty set forth in Section a., and (b) notifies PERATON in writing, of such, then PERATON shall,

without charge to Customer and on behalf of Customer, be responsible for the enforcement of, or will perform without charge, the applicable obligations which the supplier of such equipment may have with respect to repairing or replacing such equipment to the extent necessary to correct such defects.

(2) If, during the warranty period specified in Section a., above, Customer (a) discovers reproducible defects in the software provided by PERATON under this Agreement, such that the software will not perform in accordance with the express warranty set forth in Section a., and (b) notifies PERATON, in writing, of such defects, then PERATON shall, without charge to Customer, correct such defects.

(3) If, during the warranty period specified in Section a., Customer (a) discovers that the services performed by PERATON under this Agreement had not been performed in accordance with the express warranty set forth in Section (a)., and (b) notifies PERATON in writing of such faulty services, then PERATON shall, without charge to Customer, re-perform such services to the extent necessary to correct the fault therein.

(4) Every claim that PERATON's goods or services are faulty shall be deemed waived unless such claim is made in writing during the warranty period specified in a. above.

(5) THE REMEDIES SET FORTH IN THIS SECTION B. ARE IN LIEU OF AND EXCLUDE ALL OTHER REMEDIES AVAILABLE TO THE CUSTOMER RELATING TO WARRANTIES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.

Article 24: Limitation of Liability and Indemnification

(a) LIMITATION OF LIABILITY: EXCEPT WITH RESPECT TO EACH PARTY'S OBLIGATIONS OF INDEMNIFICATION, INTELLECTUAL PROPERTY INFRINGEMENT AND NON-DISCLOSURE OF PROPRIETARY INFORMATION HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OF THIS AGREEMENT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, STRICT LIABILITY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PERATON'S CUMULATIVE LIABILITY TO SUPPLIER WITH RESPECT TO ANY CLAIMS, DEMANDS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THEORY OF LAW, SHALL NOT EXCEED THE TOTAL VALUE OF THE ORDER, OR ORDERS THAT GIVE RISE TO THE CLAIM OR DEMAND.

(b) Indemnification. Subject to the terms of this Article, each Party hereto (in such capacity, the "Indemnitor") shall indemnify, defend and hold harmless the other Party (in such capacity, the "Indemnatee") from and against any and all claims, demands, suits, judgments, settlements, damages or other losses (including reasonable attorneys' fees and costs of suit) incurred by the Indemnatee (i) as a result of damage to property or injury to person (including death) arising from the negligence or willful misconduct of the Indemnitor, its employees, representatives or agents in the performance of this Agreement; (ii) in connection with a third party claim against the Indemnatee arising as a consequence of the breach by the Indemnitor, its employees, representatives or agents, of any representation warranty or covenant given by the Indemnitor under this Agreement; and (iii) for a violation of applicable laws, regulations or government order. The Indemnitor's obligation to indemnify the Indemnatee hereunder is conditioned on the Indemnatee: (1) giving the Indemnitor prompt written notice of any claim for which indemnification will be sought, (2) allowing the Indemnitor to assume exclusively the control of the defense and settlement of such claim (it being understood that the Indemnatee shall have the right, at its sole cost, to participate in but not control the defense of such claim, with counsel of its own choosing), and (3) cooperating reasonably with the Indemnitor in the defense and settlement of a claim assumed by the Indemnitor hereunder, at the Indemnitor's cost.

Article 25: Nondisclosure of Proprietary Information

(a) *Definitions.* For purposes of this clause, "Proprietary Information" means confidential, proprietary or non-public information or materials owned or controlled by a Party, including by way of example and not limitation, inventions (whether or not patentable or reduced to practice), trade secrets, techniques, processes, procedures, test criteria, concepts and designs (including without limitation sketches, drawings and models), know-how, algorithms and models, computer software (whether in source or object code form) and documentation related thereto, research, experimental and development work and results therefrom, design details and specifications, technical data, customer information, and business or financial information, including without limitation information related to future business plans, customer solicitations, and initiatives, sources of material and supply and other sensitive business information. Subject to the conditions set forth in the immediately following paragraph, Proprietary Information of a Party (in such capacity, the "Discloser") disclosed or made available to or otherwise accessed by the other Party (the "Recipient") pursuant to the discussions contemplated hereunder shall be considered "Proprietary Information" and subject to the terms and conditions of this Agreement regardless of how disclosed or by what medium or means, including without limitation disclosures effected in writing, by delivery of items, by initiation of access, including, by way of example, in an electronic data repository, or by oral and/or visual presentation.

In order to be deemed Proprietary Information under this Agreement, information or materials comprising or containing a Discloser's Proprietary Information must be conspicuously marked with the Discloser's restrictive legend at the time of disclosure, provided that nothing in the foregoing shall be deemed to render such information or materials non-proprietary if disclosed in non-written form, where the Discloser identifies to the Recipient that such information or material is proprietary at the time of initial disclosure, and, within 14 days thereafter, the Discloser provides the Recipient with written confirmation of the Proprietary Information so disclosed.

Notwithstanding the above, Proprietary Information shall not include any information, data, or materials that:

- (1) are received by or made available to Recipient without restriction from another source, where such source has not breached any duty of confidentiality to Discloser; or
- (2) are or become generally available to the public other than by Recipient's breach of this Agreement; or
- (3) were already known to the Recipient prior to disclosure of the Proprietary Information without obligation of confidentiality, as can be substantiated by written documentation; or
- (4) are independently developed by the Recipient without use of, or access or reference to Discloser's Proprietary Information, as can be substantiated by written documentation.

"Confidential Information" means any information or data disclosed that (i) is marked at the time of disclosure as proprietary or confidential, (ii) is concerning or related to Peraton's or Customer's products (including the discovery, invention, research, improvement, plans, roadmaps, development, manufacture, or sale thereof), processes, or general business operations (including sales costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any Peraton Information Systems, Peraton or Customer technical data, Peraton or Customer's customers, the Agreement, any and all pricing information whether or not in the Agreement, (iii) is or concerns any Customer provided information; or (iv) if orally disclosed, is identified at the time of disclosure as proprietary or confidential and is described as such in a written summary delivered to the Supplier within thirty (30) days of disclosure.

(b) Except as expressly provided herein, the Recipient agrees not to use, disclose or otherwise disseminate any Proprietary or Confidential Information of the other Party ("Discloser"). Recipient shall use the same care and discretion in securing and safeguarding the Proprietary or Confidential Information of Discloser as it uses to secure and safeguard its own Proprietary Information, but in no event less than reasonable care.

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton. This document may be used by the authorized recipient solely for internal purposes.

The Recipient also agrees to implement appropriate physical and/or electronic controls to secure Discloser's Proprietary or Confidential Information, to avoid unauthorized or inadvertent disclosure. Recipient further agrees to segregate Discloser's Proprietary Information from its own materials and the material of others, and not to combine or otherwise aggregate, in whole or in part, Discloser's Proprietary or Confidential Information with the information or materials of Recipient or other Persons. Recipient shall not remove, delete, alter or obscure any proprietary rights legend(s) included in Discloser's Proprietary or Confidential Information.

(c) Recipient shall use Proprietary or Confidential Information only in connection with discussions, deliberations and analyses related to the purpose of this Agreement and for no other reason.

(d) Recipient may, as reasonably necessary to fulfill the purpose of this Agreement, reproduce the Discloser's Proprietary or Confidential Information. All copies or other reproductions of Proprietary or Confidential Information, in whole or in part shall be deemed Proprietary or Confidential Information of the applicable Discloser hereunder, and subject to the terms, conditions and restrictions of this Agreement.

(e) Recipient may disclose Proprietary or Confidential Information to its employees, directors, officers, and agents who have a need to know and/or use such Proprietary Information in furtherance of the performance of this Agreement. Recipient shall, prior to any disclosure or delivery of Discloser's Proprietary or Confidential Information pursuant to this subparagraph (e), obtain from each such person a written agreement binding such person to a duty of confidentiality with respect to such Proprietary or Confidential Information no less restrictive than that applying to Recipient hereunder.

(f) Recipient shall not provide or disclose a Discloser's Proprietary or Confidential Information to any other person, including for the avoidance of doubt, any affiliate of Recipient, without first (A) obtaining from Discloser consent to such disclosure, and (B) entering into or having in place a non-disclosure and confidentiality agreement with such person obligating such person to maintain the confidentiality of such Proprietary or Confidential Information.

(g) In the event the Discloser provides written authorization to the Recipient to disclose Proprietary or Confidential Information to the United States government in connection with the above-stated Purpose, the Receiver shall:

(1) Identify the Proprietary or Confidential Information as belonging to the Discloser, and

(2) Mark the Proprietary or Confidential Information with appropriate restrictive legends as being subject to 18 U.S.C. Section 1905 (Trade Secrets Act), or other relevant laws, to protect the Discloser's rights in the Proprietary Information.

(h) Recipient may disclose Proprietary or Confidential Information when required by law or directed by an authorized representative of the U.S. government acting within the scope of his or her authority. In such cases the Recipient shall, to the extent permitted by law or regulation: (i) give the Discloser prompt notice; and (ii) make a reasonable effort to obtain appropriate protection; and (iii) provide the Discloser with every available opportunity to challenge, appeal, or seek modification of such order; and (iv) shall identify the Discloser as the source of the Proprietary or Confidential Information; and (v) include all restrictive legends in any released Proprietary or Confidential Information.

(i) Nothing in this Agreement shall be construed to prevent a Party from:

(1) Disclosing Proprietary or Confidential Information constituting trade secrets (as defined at 18 U.S.C. 1839 (De-fend Trade Secrets Act)) of the other, so long as such disclosure: (A) is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and is solely for the purpose of reporting or investigating a suspected violation of law; or

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton This document may be used by the authorized recipient solely for internal purposes.

(B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or

(2) Lawfully reporting waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

(j) *Exclusions.* The foregoing confidentiality obligations will not apply to Confidential Information that (a) is already known to the receiving party prior to disclosure by the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully received from a third party by the receiving party without a duty of confidentiality; (d) is independently developed by the receiving party; (e) is disclosed under operation of law; or (f) is disclosed by the receiving party with the prior written approval of the disclosing party.

Article 26: Insurance

Peraton, at their own expense, during the term of this Agreement and any Orders, including extensions the insurance outlined below.

(a) Commercial General Liability Insurance covering bodily injury and property damage arising out of premises, operations, completed operations and products of the Peraton with a limit of no less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate. Coverage to include the following extensions: Contractual Liability, Independent Contractor's Liability, Premises Operations, Products/Completed Operations, Broad Form Property Damage. Policies shall be endorsed to name Customer, its directors, officers, and employees, where required by Peraton's contract with its customer, as Additional Insureds.

(b) Business Automobile Liability: To the extent that automobiles are used in performance of Peraton's duties under this Agreement, Business Automobile Liability policies shall be for an amount of at least \$2,000,000 combined single limit for bodily injury and property damage; \$2,000,000 annual aggregate.

(c) Workers' Compensation Insurance as required by applicable Federal and State workers' compensation and occupational disease statutes and Employer's Liability Insurance with a limit no less than \$1,000,000 per employee/accident/disease. Where applicable, Peraton shall provide evidence of United States Longshore & Harborworkers' Act (USL&H) coverage for employees engaged in work on or near navigable waters of the United States.

(d) Professional Liability/Errors and Omissions policies for damages (including financial loss) caused by any acts, errors and omissions arising out of Peraton's performance or failure to perform professional services: \$1,000,000 per claim.

(e) Any other insurance that is required by Customer or determined to be required upon the review by Peraton, based on the Statement of Work or specifications of this Agreement. Such requirement will be communicated to Customer in writing.

Article 27: Recruitment of Team Member Employees

It is expressly agreed and understood by the Parties that, during the course of this Agreement, neither Party shall directly or indirectly solicit personnel of the other Party whom the other Party knows or should know are engaged in performance of this Agreement for the purpose of inducing them to join such other Party's employ. The foregoing shall not prohibit either Party from having employment discussions with, or hiring, employees of the other Party who: 1) have terminated employment with the other Party of their own volition; 2) respond to or apply for positions offered through the normal process of general public advertisement; or 3) are hired as a result of the use of an independent employment agency (so long as the agency was not directed to solicit such person) not specifically directed to employees of the Parties.

Article 28: Waiver/Cumulative Remedies

Failure by either party to enforce any of the provisions of this Agreement or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

Article 29: Equal Opportunity Employer

Peraton is an equal opportunity employer. Consequently, the Parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Article 30: Severability

Each clause, paragraph and subparagraph of this Agreement is severable. If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby. In the event that any part, term, or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of the federal, state, or local government having jurisdiction over this Agreement, Peraton agrees to negotiate a replacement provision, construed to accomplish its originally intended effect that does not violate such law or regulation.

Article 31: Survival

Termination or expiration of this Agreement for any reason shall not release either Party from the liabilities or obligations set forth in said Agreement which remain to be performed or by their nature would be intended to be applicable following any such termination or expiration, including without limitation provisions relating to payment, funding, warranty, indemnification, intellectual property, confidentiality/non-disclosure, compliance with law, disputes, and compliance with applicable law, governing law, insurance, limitation of liability, security, and notices.

**EXHIBIT B
COMPENSATION AND FEE SCHEDULE**

County will pay Consultant in accordance with the fee schedule set forth in Consultant's proposal dated September 19, 2025, attached as Exhibit A, and summarized here.

Price and Payment Details	Amount	Total Due
Total Price: Installation, SW License & 2 Years Maintenance		\$ 215,730.00
Payment Milestones		
At Issuance of Purchase Order or Contract		\$ 118,740.00
Software License (100%)	\$ 52,500.00	
Implementation Labor (50%)	\$ 66,240.00	
At Installation of Gateway & SQL Database		\$ 33,120.00
Implementation Labor (25%)	\$ 33,120.00	
At GoLive and Acceptance		
Implementation Labor (25%)	\$ 33,120.00	\$ 48,120.00
Year 1 Maintenance (100%)	\$ 15,000.00	
Year 2 Maintenance (100%)		
Year 2 Maintenance (100%)	\$ 15,750.00	\$ 15,750.00
Due Prior to start of Year 2 Maintenance		

Amazon Web Services (AWS) Estimated Price – Reserved Option

Monthly AWS Usage Estimate - \$1,377.00

Annual AWS Usage Estimate - \$16,524.00

The AWS monthly usage will fluctuate based on actual usage.

Peraton will invoice County monthly based on actual usage and payment is due within 30 days of receipt of invoice.

Actual start date will be determined based on availability of Peraton resources at receipt of fully executed purchase order and the Central Square schedule to complete Hub installation translations to enable CAD to CAD transactions to be sent and received between Peraton LNU Altaris™ CAD Peraton CAD to CAD Gateway, the Central Square Napa Hub, and Napa City Central Square Enterprise CAD. Additionally, Peraton cannot begin Gateway Translations or SQL Database configuration until both the Gateway and SQL Database environments have been installed. (See: Exhibit A, Attachment B - Peraton CAD to CAD Gateway and SQL Server Requirements.)

Payment shall be made by the County within 30 days of the receipt of an invoice from Peraton.

Maintenance begins at Project Acceptance.

EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by County's Risk Manager, Consultant shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.