



JailTracker

STATEMENT OF WORK

Santa Fe County

JailTracker™ Implementation


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General Information

This Statement of Work ("SOW") is entered into and agreed upon effective as of 01/30/2026 by and between COLOSSUS, INCORPORATED (herein referred to as "JailTracker") and the customer identified below ("Customer"). This SOW expressly incorporates by reference the entirety of the SaaS End User License Agreement between JailTracker and Santa Fe County dated 01/25/2026 (the "Agreement"). If the Customer identified below is not a party to the Agreement identified above, then the Customer identified below agrees that upon incorporation of the Agreement into this SOW all provisions applicable to the "Customer" in the Agreement shall be applicable to the Customer identified below. Reference is also made to the Quotation/Sales Order# 20251230-091629343, dated December 30, 2025, and PO# 262788 issued by Santa Fe County, dated January 22, 2026. Upon execution by JailTracker and Customer, this SOW shall constitute a binding agreement.

Effective Date:	01/30/2026		
Customer Name:	Santa Fe County		
Designated Location:	28 Camino Justicia Santa Fe, NM 87508		
Customer Contact:	Derek Williams		
Customer Phone:		Customer Email:	

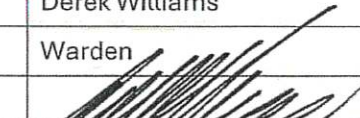
Statement of Work Approval (Customer)

Print name of authorizing person:	Gregory S. Shaffer		
Print title of authorizing person:	Santa Fe County Manager		
Signature of authorizing person:		Date:	2/9/2026

Statement of Work Approval (COLOSSUS, INCORPORATED)

Print name of authorizing person:	Richard Mackin		
Print title of authorizing person:	Director of Operations		
Signature of authorizing person:	<i>Richard Mackin</i>	Date:	02/04/2026

Statement of Work Approval (Other Stakeholders)

Print name of authorizing person:	Derek Williams		
Print title of authorizing person:	Warden		
Signature of authorizing person:		Date:	2/4/26

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1 Introduction

This Statement of Work (“SOW”) defines scope, project services, deliverables, dependencies, assumptions, and responsibilities of the Customer and JailTracker for the implementation of the Scope of Work (the “Project”) defined below.

All services outlined in this SOW are offered and delivered based on and subject to the following assumptions and prerequisites, which are the sole responsibility of the Customer. JailTracker shall not be responsible for any delays in project implementation and/or system performance problems if and to the extent that such delays and/or system performance problems result from the non-conformance of the Customer’s environment and personnel with such assumptions and prerequisites. Where JailTracker’s personnel are requested to rectify non-conformance with such assumptions and prerequisites, the Customer will be charged for such services at time and materials rates separate from and in addition to the price quoted for the applicable services in the applicable Order Form

2 Scope of Work

The scope defines the boundaries of the project, outlining what is included in the project based on the products and services purchased by the Customer. Anything not outlined below is outside the scope of this project.

The Customer has procured the following products, ancillaries, and interfaces to be delivered under this SOW. In case of discrepancies between the scope outlined below and the Order Form, the Order Form supersedes this section.

Product and Version	Module Package and Ancillary Application(s)	Interface(s)	Program Services
JailTracker™ Version 25.8.19.1 or later	Included in the JailTracker™ “Premium Module Package” are the following ancillaries: <ul style="list-style-type: none"> • Base/Imaging • Public Web Roster • Document Imaging • Electronic Signatures • Scheduling, Programs • Auto Notifications • Case Management • Facial Recognition • Investigative I • Pre-Book 	Interfaces available based on procurement are as follows: <ul style="list-style-type: none"> • Saphire EMR (One Way) • ICS (One Way) • Guardian RFID (One Way) • Keefe (Two-Way) • Virtual Jacket • VINE 	No Programming Services are within the scope of project No Custom Report development within the scope of the project.

*1 These interfaces do not include any third-party components and/or hardware. The third-party vendor must conform to JailTracker’s standard interface specifications.

2.1 Software Licensees and Subscriptions

This section details the software licenses and subscriptions purchased to fulfill the requirements of this Statement of Work (SOW). The following table outlines the specific software, the number of licenses, and the subscription terms.

Module Package	Type of License	Number of License	Term
Premium Package	End User License	170	4 Year Commit
	Admin User License	5	4 Year Commit
	Read Only User License	0	4 Year Commit

License Management

The number of licenses and subscriptions listed above represents the minimum required to complete the project as defined in this SOW. These license quantities cannot be reduced during the commit term.

Should the client's needs change and require additional licenses or subscriptions, they may purchase them at their discretion. Any increases in licensing or subscription costs will be billed separately and are not included in the original project budget. The client is responsible for any additional costs associated with an increase in license quantity.

2.2 Purchased Services:

- 1) The SaaS solution will be exclusively hosted within JailTracker's designated data warehouse. All data and applications will reside on this platform, ensuring consistent performance and security.
- 2) Environments to Provide:
 - a) Production Environment
 - b) Training Environment
- 3) Programming Services
 - a) There is no programming services included within the scope of this project. Due to the complexity and agility needed to implement the Guardian RFID two-way interface, it will not be included in the *initial* implementation or Go-Live for the JailTracker project. Upon receipt of an authorized and signed quote, we will resume scoping activities for the two-way interface; however, a standard one-way interface will be deployed during initial implementation. The additional scoping work will be scheduled as a post-Go-Live deliverable.
 - b) Santa Fe County has expressed an interest in a Keefe two-way interface for the purposes of making an inmate's account balance visible in the JailTracker platform. Any other Keefe data, features, or functionality outside of the inmate account balance are not included in the two-way interface.
- 4) Data Conversion Services
 - a) Conversion of legacy database- Xjail
 - b) Scope of Data Conversion

**Scope of Data Conversion*

Data Conversion Package	Scope of Data Conversion
Premium	DOB, SSN, Jacket, Book, Address, Demographics, Book dates, release information, ID Number (AFIS, KOMS, ETC) POB, Education Information, VA Status, Religion. Arrest Info: Book Date/search officer/release information/arrest made/comments on Book Info, Current cell and bed assignment for current inmates. Charges: Charge ID, Arrest Codes, Statutes, Descriptions, Crime Class, Counts, Warrant Numbers/agencies, AFIS #, Weapon used, County of Charge, charge status, UCR Codes, Bond information, Case Numbers, Court Information, Offense Date, Arresting officer/agency, charge order. Cell Assignment History, Alias, Contacts, Holds, Alerts, Property, Images, Sentencing, Notes, Incidents, Questions, Audit Log, Scheduling, Documents, Mail Log, Programs, Classifications, Visitations, Issued Property, Grievances,

- 5) Custom Reports
 - a) Custom report development is outside the scope of this project. The development and maintenance of custom reports will be the sole responsibility of the agency.
- 6) Implementation Services
 - a) Implementation Services Package

Premium Implementation Services Package	
Services Task	Subject Matter Expert(s)
Business Process Review (Onsite) 2 Days Up to 5 Hours Per Day	1
PM Services	1
Remote Training up to 8 Hours	1
Configurations	1
Onsite Training 7 Days	1
Onsite Go Live Support 3 Days	1

- b) Onsite services, to performed based on service time purchased. Services to be conducted during normal business hours (M-F 0800-1730 excludes holidays)
- c) Training
 - i) Training sessions are outlined further below in the Statement of Work

The Customer understands and acknowledges that this project will deliver a set of products as outlined in the table above with functionality, features, integration, and workflows which are designed to operate as delivered to the Customer and will not be customized, modified, altered, added, or changed by JailTracker at the Customer's request other than as specifically identified and priced in the Order Form or a subsequently issued Change Order. Accordingly, the Customer accepts the JailTracker products as-is and will not require functionality or feature gaps based on comparison to Customer's existing installed applications or JailTracker's other product lines; Customer's internal workflows are subject to change to adapt to the JailTracker Products.

The Customer understands and acknowledges that the above provided purchased services will be provided and any changes to the listed services will require an order form and processes through a formal change management plan requiring approval from the customer and JailTracker.

JailTracker reserves the right to deploy, rollout and/or phase out the following items based on availability and shall not constitute a requirement for cutover of the overall project.

- Any modules, features and/or interfaces specifically identified in the SOW as roadmap or future development and listed in the table above under the column named: “Custom Functionality, Ancillaries and/or interfaces”.
- Delays or unavailability of external systems and/or interfaces not made available by the Customer or third-party agencies to JailTracker.

3 Scope of Services & Responsibilities

This section defines the principal services and responsibilities of the Customer and JailTracker for the implementation of the Scope of Work as set forth above. Scope of services in this SOW may be completed concurrently, sequentially, or non-sequentially as determined best by JailTracker and the Customer through project planning discussions. Collaboration with the customer is imperative as many project tasks are assigned to or dependent on Customer resources.

3.1 Project Planning

Upon contractual agreement signature, JailTracker will start the project definition and planning phase in collaboration with the customer Project Manager or designee

3.1.1 Project Management Services

A project manager will be assigned to the Customer to work with an assigned and required Customer's Project Manager who is expected to provide equal level of responsibility for the items outlined below.

- Provide oversight, definition, tracking, and guidance of the project to ensure successful delivery of the Customer's project in accordance with this SOW and following project management best industry standards.
- Enforce and administer the Agreement and SOW inclusive of any project Change Orders and invoices. The Customer's Project Manager is to comply with the Agreement, SOW, project Change Orders, and invoices.
- Provide management for major activities as procured in the Order Form. The Customer's Project Manager is to manage the expectations of the Stakeholder Management Team, (herein defined as key Customer representatives, sponsors, stewards, third parties, and others), project team, end users, and public regarding the tasks to be completed on the project.
- Schedule all JailTracker's staff and subcontractor support to ensure project progress and completion in accordance with the project schedule. The Customer's Project Manager is expected to coordinate and facilitate all Customer staff and third-party (vendors and/or agencies) support to ensure project progress and completion in accordance with the SOW and project schedule to be agreed upon by both parties.
- Jointly with the Customer develop the following plans and teams:
 - Project Schedule Plan
 - Risk Register Plan
 - Communication Plan
 - Resource Management Plan
 - Requirements Traceability Matrix
 - Change Management Plan
 - Decision Management Plan
 - Issue Management Plan
 - Stakeholder Register
 - Integration Directory
 - Project Charter

Deliverables:

- Project Schedule Plan
- Risk Register Plan

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- Communication Plan
- Resource Management Plan
- Requirements Traceability Matrix
- Change Management Plan
- Decision Management Plan
- Issue Management Plan
- Stakeholder Register
- Integration Directory
- Project Charter

3.1.2 Project Initiation/Kickoff Meeting

The objective of this meeting includes:

- a. Customer and JailTracker personnel introductions.
- b. Identification of Stakeholders and Project Organization.
- c. Conduct formal review of project scope and services.
- d. Review of Project Documents for governance of the Project.
- e. Deliver a tailored list of customer requirements to achieve a successful project; this list will be referred to as the Requirements Traceability Matrix (RTM)
- f. Review the process, agenda, and the timeline for the following activities
 - Data Iterations and Validations
 - Business Process Review
 - Hardware Procurement
 - Server Staging and Install
 - Training
 - System Configurations
 - User Acceptance Testing
 - Onsite Go Live Support
 - Cut Live
 - Project Closing/Post-mortem Meeting

JailTracker Responsibilities Include:

- At JailTracker's discretion, schedule a kickoff meeting remotely at a mutually agreeable time with the Customer but not to exceed thirty (30) days from execution of the Agreement, and provide agenda and kickoff presentation five (5) business days prior to the scheduled meeting.
- Conduct the kickoff meeting and provide the appropriate resources to comply with the objective stated above.
- Provide project governing documents to the customer.
- Jointly with the Customer review and agree with the project scope and services by completing a final scope statement. Any deviations from the signed SOW will be handled via Change Order. This step will be executed upon the completion of all the review sessions.

Customer Responsibilities Include:

- Provide adequate participation from stakeholders, decision makers, and department users during the kickoff meeting.
- Work with JailTracker on the final definition of scope delivery in accordance with the Agreement, SOW, and the applicable Order Form. Any deviations from the signed SOW will be handled via Change Order. This step will be executed upon the completion of all the review sessions.

Deliverables

- Kickoff Agenda
- Kickoff Presentation
- Completed and agreed upon governing project documents.

3.2 Project Construction**3.2.1 Jail Data Conversion**

JailTracker's methodology in data conversion uses an iterative process to successfully convert the legacy source data for a Go Live Ready status. Each Conversion of the legacy source data will follow the same tasks which are outlined below. After each validation, a validation Sign Off Form will be presented to the Customer for review. The form will contain actionable items as well as items that were correct from the validation. The customer has five (5) days to review the sign off and either return signed or present any changes needed. After five (5) days from the date on the sign off, the validation and items contained on the form are deemed accepted:

- Data Iteration
- Converted Data Restore
- JailTracker Internal Validation
- JailTracker and Customer Validation (to be scheduled at a mutually agreed upon time)

The last data iteration in the process will be used to determine if the data is deemed ready for go live mutually between JailTracker and the Customer. This review should take place no less than thirty (30) days from the agreed upon Go Live Week. The Customer will have five (5) days from the final customer validation to provide a returned sign off form confirming the data is ready for cut live, or a written notification that there are concerns with the state of the data. If no response has been provided to JailTracker from the customer regarding the state of the data within five (5) days of the final data iteration, the data will be deemed accepted and ready for Go Live.

JailTracker responsibilities include:

- Script and convert the legacy source data.
- Remotely, schedule the data conversion review meeting at a mutually agreeable time with the Customer.
- Conduct the data conversion review meeting and provide the appropriate resources to comply with the objective stated above.
- Notate actionable items resulting from the data validation.
- Provide a Data Validation sign off that will list actionable items as well as items that were correct for Customer review
- Provide a Data Mapping Document for Customer review.

Customer Responsibilities include:

- Participate on the data conversion review and provide adequate personnel participation. Participation needs to include subject matter experts with product understanding and can provide information about current business processes; along with personnel who can make decisions for the Customer.
- Provide data that is to be converted in a usable format. As the owner of such data, it is the Customer's responsibility to extract the data from the existing system or provide the data files to JailTracker, ensuring the integrity, accuracy, and completeness of such data. JailTracker shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data.
- Assist JailTracker in mapping the existing values to those required for the new JailTracker Database.
- Provide data backups upon request from JailTracker through out the life cycle of the implementation. The Customer will be responsible to provide JailTracker with high-speed remote access to the appropriate server containing the data to be backed up, or request access to JailTracker's ftp site to upload the JMS data themselves. Customer is to provide correct data and data to be included in the backup and the schedule of backup
- Review and return of signed data validation sign off to include Go Live Ready sign off.
- JailTracker shall provide the Customer with pre-defined code tables, which will be delivered as is. Any changes to the code tables or data conversion services are the Customer's responsibility.

Deliverables

- Data Mapping Document (if required contractually)
- Data Validation Sign Off Forms (one for each validation conducted)
- Action Items list to accompany sign off forms (One for each validation conducted)

3.2.2 Acceptance Processes

JailTracker's standard acceptance process for deliverables start with a designation of task(s) that requires testing or review prior to acceptance. JailTracker will conduct services/development work for the specific task/item. As the work draws near conclusion JailTracker will provide notice (time to be agreed on) to the Customer for them to secure resources to test or review the task or milestone. The Customer will then conduct testing or review in the time frame set forth herein. Once testing or review is completed, the Customer will notify JailTracker that task or milestone was successful or not successful per the timeframes herein. Upon successful completion of a milestone or task, JailTracker Project Manager will provide a formal sign off document to be completed by the Customer Project Manager.

- When possible, to ensure an efficient response process, the JailTracker Project Manager will notify the Customer Project manager of an upcoming Deliverable or Milestone to allow the Customer Project Manager adequate time to align resources for review and effectively use the review timeline window, to meet mutually agreed upon response timelines.
- If the Customer does not agree that a particular Deliverable or Milestone meets requirements, the Customer shall notify the JailTracker Project Manger, in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- JailTracker shall address any deficiencies and redeliver the Deliverable or Milestone within a mutually agreed upon timeframe based upon the complexity of the deficiencies. The Customer shall then have five (5) business days from receipt of the redelivered Deliverable or Milestone to accept or again submit written notification of reasons for rejecting the milestone.

- Acceptance and/or Acknowledgement of the Deliverable or Milestone must be initiated from either the Customer Project Manager or Customer Executive Sponsor and must be in writing. Acknowledgement, acceptance, or other communication from a Subject Matter Expert (SME), Functional Lead, or other Project Team member will not suffice as approval on Deliverables or Milestones.

Given that the designated decision-maker for each department may not always be available throughout the project's duration, there will need to be a designated backup proxy authorization for each decision point in the project. Assignment of each proxy will be the responsibility of the leadership from the Customer. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

3.2.3 Business Process Review (BPR's)

The Objective of this meeting includes evaluation of the Customer's existing business practices in conjunction with JailTracker's Product functionality and promotes understanding of system functionality. This evaluation will serve as the mechanism to identify and document the configuration needs for JailTracker. This document will be referred to as the Business Process Review Debrief.

- Sessions and durations may vary per product to be reviewed –Two (2) Day Onsite- One (1) person up to Five (5) hours per day; meetings to be conducted during normal business hours excluding holidays (Monday-Friday 0800-1730) unless mutually agreed otherwise in writing.

JailTracker's Responsibilities include:

- At JailTracker's discretion, schedule the BPR(s) meetings (remote and/or onsite) at a mutually agreeable time with the Customer. JailTracker's Project Manager will deliver an agenda for each product BPR session
- Conduct the BPR(s) meeting and provide the appropriate resources to comply with the objective stated above.
- Jointly with the Customer review and document in a BPR Debrief configuration to be done and workflows that were identified. The BPR Debrief will be delivered to the Customer by JailTracker personnel and reviewed with the Customer during the BPR Debrief Meeting. During this meeting JailTracker personnel and the Customer will document and note any discrepancies and/or changes. If no discrepancies and/or changes are identified during the BPR Debrief Meeting, the document is deemed accepted. If discrepancies/changes are identified, then those changes will be made to the Debrief Document. The Customer will have ten (10) days to review the final version of the Debrief Document and ensure the accuracy of the information. After ten (10) days without response, the document will be deemed accepted. Any deviations from the agreed scope will be handled via Change order, signed by both parties which may impact the project cost and/or schedule.

Customer Responsibilities Include:

- Participate in all planning activities and provide adequate personnel participation. Participation needs to include personnel capable of making decisions for the Customer and/or provide information about current business processes and requirements.
- Identify any existing operating policies and/or procedures that may be modified to accommodate JailTracker application functionality.
- Provide any document such as reports that are critical to business operations.

- Plan and provide personnel participation to attend meetings to review the BPR Debrief(s) during the agreed upon meeting time.
- If discrepancies/changes are identified, then those changes will be made to the Debrief Document. The Customer will have ten (10) days to review the final version of the Debrief Document and ensure the accuracy of the information. After ten (10) days without response, the document will be deemed accepted and any changes after the initial ten (10) may necessitate a Change Order and will be left up to JailTracker's Project Manager's discretion.

Deliverables

- Business Process Review Debrief
- Gap Analysis (If applicable)
- Business Process Review Sign Off Form
- Business Process Agenda and Schedule

3.3 Project Training and Review

3.3.1 Training

Development and execution of a training plan for the procured courses per the Statement of Work; all courses are limited to ten (10) students and one (1) session unless otherwise noted below. Training will be conducted at the Customer's location unless otherwise noted below and will be performed in accordance with the Agreement. Customer to provide a classroom environment that is conducive to training. A projector and projector screen or big screen TV will be required. Customer to also provide training workstations to all participants and one per JailTracker Trainer assigned to the training. Workstations will be required to have access to JailTracker to be used for training. To ensure proper utilization of the JailTracker system and the ability for jail staff to ask questions of JailTracker training personnel, the below criteria will be included in a training schedule that, prior to implementation, will be agreed upon by both parties.

- All internal departments requiring training as identified by Santa Fe County, and
- The schedule will accommodate to the furthest extent possible the training of employees who work outside of normal business hours.
- Administration Training- Two (2) Days Onsite- One (1) Subject Matter Expert. Training to be conducted during normal business hours excluding holidays (M-F 0800-1730).
- Train the Trainer- Three (3) Days Onsite- One (1) Subject Matter Expert. Training to be conducted during normal business hours excluding holidays (M-F 0800-1730).
- End User Training (to be conducted by Customer trainers with JailTracker onsite for assistance)- Two (2) Days Onsite- One (1) Subject Matter Expert. Training to be conducted during normal business hours excluding holidays (M-F 0800-1730), to be conducted during the week of cut live.
- Remote Training: Up to Eight (8) Hours are included in the scope of this project. Training days and hours to occur during normal business hours (M-F 0800-1730 excludes holidays).
- Any onsite travel expenditures outside of the identified travel contained in the above section of the SOW, will be the responsibility of the agency. A change order, and quote will need to be presented and signed before the out-of-scope travel is conducted.

JailTracker Responsibilities Include:

- Provide training syllabus and schedule.
- Provide training in accordance with the above outline training sessions.

Customer Responsibilities Include:

- Participate in the training sessions by providing the adequate personnel participation.
- Provide the appropriate training area and workstations for the JailTracker trainers, inclusive of internet access, server and workstations access, projectors, projector screens, and/or big screen tv's and any connective cables needed to display the training material
- For Train the Trainer classes, Customer will assure that all End User staff personnel are trained prior to cutover operations.

Deliverables:

- Training Syllabus and Schedules

3.3.2 Interfaces Setup and/or Development

JailTracker will install the procured interfaces as stated in Section 2 in accordance with the agreed upon project schedule.

JailTracker Responsibilities Include:

- Deploy/Test the available interfaces in accordance with Section 2 and the agreed upon Project Schedule.

Customer Responsibilities Include:

- Contact all vendors providing the Testing and Go Live dates, ensuring the vendors work in collaboration with JailTracker.
- Take ownership and responsibility for all interface hardware, software licenses, modifications, or additions to any systems not supplied, installed, tested, or licensed by JailTracker. Any delays to the Project, however caused, will necessarily push the time for completion of this task out, and therefore, will require a change order for a project extension.
- Act as the single point of contact between any agencies and/or third-party vendors not contracted to JailTracker but required to support all interfaces.
- Provide JailTracker with the physical connections for each interface, to allow JailTracker to test the functionality of each interface. If the interfaces are currently in operation, it is the Customer's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing.
- Confirm all testing was successful and the interfaces are Ready for Go Live.

Deliverables:

- Installed Interfaces
- Interface Testing Sign Off

3.3.3 User Acceptance Testing and Go Live Ready Acceptance

The purpose of User Acceptance Testing (UAT) is to provide an agreed upon time frame, for the Customer to test all functionality, deliverables, and data converted items outlined within the Scope of the project. UAT will be used to determine if the solution is Go Live Ready or if regression testing will need to occur once actionable items are addressed. The Customer will be responsible for creating acceptance testing scripts that will be used to test against. During the UAT the Customer will need to communicate directly with the JailTracker Project Manager to address any issues/questions that have been uncovered during the testing period. These items will be tracked using a formal UAT tracking document that will be created in collaboration with the Customer. The JailTracker Project Manager along with the JailTracker Project Team will work to resolve all issues in concert with the agency while testing continues.

After the pre-determined agreed upon testing period has ended, a Go/No Go Live meeting will be held and at this time a decision will be made to conduct regression testing or move forward with the Go Live. A formal sign off form will be provided to the Customer and the Customer will have five (5) days to return the sign off to approve the Go Live. If, after five (5) days the Customer has not returned the sign off and there has not been any communication asking for regression testing, the UAT will be deemed accepted and ready for Go Live. If the agency does not complete User Acceptance Testing, the agency agrees that the state of JailTracker is deemed accepted for Go Live.

JailTracker Responsibilities Include:

- Work in collaboration with the Customer to create UAT Tracking Document
- Address issues/questions that are uncovered during the UAT phase
- Plan a Regression Testing Period (If required)
- Provide Go Live Ready Sign Off

Customer Responsibilities Include:

- Create a UAT Testing Script
- Schedule and Participate in the UAT. Participation needs to include subject matter experts with product understanding and can provide information about current business processes; along with personnel who can make decisions for the Customer.
- Add items to the UAT Tracking Document and once items resolved, retesting will need to occur for that item.
- Participate in Regression Testing.
- Return signed Go Live Ready Form.

3.4 Project Implementation and Closing

3.4.1 Go Live Plan

Once all other phases and tasks are completed, JailTracker will develop a Go Live Plan with the Customer that will illustrate the requirements, and activities required to bring JailTracker to a production environment. The execution of Go Live will be at the mutually agreed date with the Customer.

JailTracker Responsibilities Include:

- Develop a Go Live Schedule and Plan
- Execute a go/no-go meeting with the Customer.
- Provide Ready for Go Live Sign Off

Customer Responsibilities Include:

- Work with JailTracker to develop the Go Live Schedule and Plan
- Execute a go/no-go meeting with JailTracker
- Work with all departments to ensure that the appropriate staff are scheduled, and proper Standard Operating Procedures are in place for the downtime.
- Return the Ready for Go Live Sign Off

Deliverables:

- Go Live Plan

3.4.2 Go Live Testing

Prior to the week of Go Live, JailTracker will conduct a Go Live test for data conversion. The JailTracker Project Manager will request a data backup and then conduct a test conversion. The intent of the Go Live test is to determine the estimated “down time” the Customer can expect to plan for the Go Live.

Go Live

The day of Go Live the Customer will provide a copy of the legacy source data and ensure that their legacy system is not accessed once the backup process as been initiated. The data backup will be provided to JailTracker for final conversion. Once the data has been converted, JailTracker Subject Matter Experts will work with the Customer to verify the integrity of the data before allowing access to all. JailTracker and the Customer will track any data issues using a Go Live Issue Document. Once the data has been approved, the Customer will allow all users to access JailTracker and begin working within the solution. All interfaces will then be turned on and data files will begin to exchange. JailTracker will remain onsite with the Customer and provide support for Go Live Support and at the end of that time, all support information will be provided to the Customer:

- One (1) Subject Matter Expert/Trainer onsite for Three (3) Days, Eight (8) hours per day. Go Live days and hours to occur during normal business hours (M-F 0800-1730 excludes holidays).

JailTracker Responsibilities Include:

- Bring the solution to operational use
- Monitor and Report on the Go Live Issue Document
- Provide onsite support to the Customer
- Resolve any issues and involve other support specialists if needed

Customer Responsibilities Include:

- Report any issues to JailTracker so that they are documented on the Go Live Issue Document
- Provide internal support to users

3.4.3 Support Handoff

The purpose of the support handoff is to provide the Customer with all support contact information to further support the solution. JailTracker will also review the Project and any open issues as outlined in the Go Live Issue Log with the Customer before turning over to the JailTracker support services. This task is conducted on the last day of the onsite Go Live support week.

JailTracker Responsibilities Include:

- Provide all contact information for support
- Review the Go Live Issue Log

Customer Responsibilities Include:

- Using the support information to resolve support issues
- Provide the support contact information to others at their agency

3.4.4 Closing

In preparation for closing the project the following activities will be performed

3.4.5 Turn Over Meeting

Arrange and perform a turnover meeting to review the Project and any open issues as outlined in the Go Live Issue Document with Support Services.

3.4.6 Post-Mortem Meeting

The purpose of the Post-Mortem Meeting is to review the Project Implementation and to identify what went well and identify any gaps that need improvement. This meeting will also serve to discuss any current support issues and to determine if the project can be moved to a closed status. If the project can be successfully closed, a Project Close Sign Off will be provided to the customer to be signed and returned to the JailTracker Project Manager.

Deliverables:

Project Close Sign Off

4 Dependencies & Conditions

4.1 Software Customization and Enhancements

No software customizations or modifications are included in the scope of services to be delivered, except those that are specifically outlined in the SOW and/or Software Requirements Definition (SRD). Any further customization or modifications which are requested by the Customer shall require a Change Order and/or new SOW/SRD specifying the project specifications, schedule, and associated price which is signed by both parties

4.2 Software Requirements Definition (SRD)

A Software Requirements Definition (SRD) signed by authorized representatives of both parties will be required for any modification of the functionality of JailTracker software or any other Customer software development by JailTracker. The SRD typically includes background information, software modification description, technical specifications, notes and assumptions, Customer and JailTracker resources needed, Customer and JailTracker responsibilities, estimated timeframe, and cost. Note that some SRDs are complex and time consuming, and that JailTracker reserves the right to provide a quote for the creation of the SRD itself.

4.3 Custom Requirements

All custom requirements will be expressly contained in the Order Form. Custom deliverables that result in the need for professional services not described in the Order Form will be charged at JailTracker's standard time and material rates.

4.4 Software Interfaces

Required software interfaces specified in the Order Form will be reviewed and documented during the early stage of the project. JailTracker Software Engineering will develop the interfaces and deliver in preparation for onsite installation and testing in accordance with the mutually agreed upon project schedule.

4.5 Data Ownership

All data shall be owned by the Customer. As owner of such data, it is the Customer's responsibility to ensure the integrity, accuracy, and completeness of such data. JailTracker shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data. JailTracker shall provide the Customer with pre-defined code tables, which will be delivered as-is. Any changes to the code tables or data conversion services are the Customer's responsibility.

4.6 Scope Change and Change Orders

Changes to the scope of the project can be initiated only by a written Change Order signed by both parties and may impact the project cost and/or schedule. All alterations to an executed Order Form, Statement of Work or Software Requirements Definition (SRD) require a written Change Order signed by an authorized representative of the Customer and an authorized representative of JailTracker. The Change Order serves as an amendment to the "parent" document and enumerates the modifications.

4.7 Work Hours

All work will be performed at the Customer and JailTracker offices and will be performed during normal business hours (8 A.M CST to 4:30 P.M CST) unless mutually agreed upon.

4.8 Cancellation Policy

In situations where the parties have agreed on a specific date for JailTracker to perform training or other services at the Customer's site (collectively, the "Scheduled Services"), the Customer shall be responsible for adequately preparing the applicable site and ensuring availability of the applicable Customer personnel and/or contractors to facilitate JailTracker's performance of the Scheduled Services (collectively, the "Preparation").

In the event the Customer wishes to cancel or reschedule a scheduled site visit or the required preparation was not completed at the appointed time for the scheduled site visit, the Customer shall pay to JailTracker (i) the fee for one (1) day of the scheduled services for each of the JailTracker personnel and authorized subcontractors which were to perform the scheduled services ("One-Day Service Fee"), (ii) the per diem services fee for travel time associated with the actual travel undertaken by JailTracker personnel and authorized subcontractors en route to the applicable Customer site ("Billable Travel Time"), and (iii) reimbursement for any non-refundable travel and lodging expenses incurred by JailTracker and authorized subcontractors in connection with such scheduled site visit ("Non-refundable T&E").

Unless otherwise specified in the applicable Order Form or SOW, in the event that the Customer provides written notice of its cancellation of a scheduled site visit at least 72 hours prior to the appointed date and time of the scheduled visit, the Customer shall not be required to pay the One-Day Service Fee referenced above in connection with such site visit, but will be required to pay any applicable Billable Travel Time and Non-refundable T&E.

For avoidance of doubt, the foregoing payments relating to the One-Day Service Fee, Billable Travel Time and Non-refundable T&E are intended to compensate JailTracker for expenses associated with a lost day of work and related expenses. Such payments do not in any way (i) relieve either party of its obligations with regard to performance of and payment for the scheduled services, (ii) replace, amend or modify any of the terms relating to cancellation and/or change order requirements, rights and remedies set forth in this SOW or the Agreement that otherwise relate to the scheduled services, or (iii) grant to the Customer any right to cancel its order for the scheduled services.

5 Infrastructure Requirements

5.1 Electrical and Network Infrastructures

The Customer's electrical and computer network (LAN and WAN) infrastructures shall be stable and sufficient to meet the bandwidth requirements of the JailTracker solution being implemented. Inadequate infrastructure frequently results in less than desirable performance. If Mobile software is purchased, JailTracker is not responsible for the inability of a particular network to support features of the mobile software due to bandwidth restrictions.

5.2 LAN and WAN Compliance

Electrical and computer network (LAN and WAN) infrastructures are to be compliant and tested to latest industry standards by the Customer.

5.3 Software Compatibility

The Customer accepts sole responsibility for any compatibility problems between the Software and any other application software or non-current software programs not maintained or supported by JailTracker.

5.4 Software Updates

It shall be the responsibility of the Customer to maintain all operating system and firmware updates, including version releases, patches, and service packs for any third-party software that has been installed by JailTracker.

5.5 Bandwidth

The minimum available bandwidth to each workstation should be no less than 100mbs and should be greater between multiple locations or large agencies.

5.6 Antivirus

The entire network must be protected with Antivirus software and shall be kept up to date by the Customer with all the latest virus definitions and operating system patches/service packs. JailTracker directories must be excluded from AV Scans.

5.7 Physical Security

The Customer will be responsible for the establishment of procedures to provide physical site security for delivered hardware and software systems and their components. This security will include protection from losses caused by natural threats, forced entry, acts of violence, and internal sabotage. The Customer will be responsible for implementing procedures necessary to safeguard the integrity and security of the software and data used in this project from access by unauthorized persons.

5.8 Network Security

The Customer will be responsible for the establishment of procedures to provide security for its networks, hardware and software systems, and their components. This security will include protection from security threats entering the Customer's IT systems through the Internet or the Customer's internal networks.

5.9 Data Backup and Storage- JailTracker

Backups for the production environment of the JailTracker will be managed by the JailTracker Team.

JailTracker

Quotation/Order Form

Quote #: 20251230-091629343
Quote Date: December 30, 2025
Expiration Date: January 29, 2026

Quote For: Procurement Manager, Bill Taylor
wtaylor@santafecountynm.gov
+15059866373
Warden, Derek Williams
djwilliams@santafecountynm.gov
(505) 471-4941 Ext 3204
Santa Fe County NM
35 Camino Justicia
Santa Fe, NM 87508
United States

Prepared By: Chris Felton
Phone: +13039122867
Email: cfelton@globalsoftwarecorp.com

SaaS Services				
PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
SaaS- JailTracker Premium Services (81-120 Active Users)	BPR Onsite (up to 20 hours) Onsite Training (up to 64 hours) Onsite Go Live (up to 40 hours) Remote Training (up to 12 hours) Configurations/Implementation (up to 30 hours) PM Costs (up to 25 hours) PM Onsite Go Live (up to 24 hours) Onsite Travel Post Go Live BPR Onsite (up to 12 hours) 20 Hours of Custom Reporting	1	\$48,000.00	\$48,000.00
			SUBTOTAL	\$48,000.00

Data Conversion				
PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
SaaS- JailTracker Premium Data Conversion Package 81-120 Active Users (Script Unknown)	DOB, SSN, Jacket, Book, Address, Demographics, Book dates, release information, ID Number (AFIS, KOMS, ETC) POB, Education Information, VA Status, Religion. Arrest Info: Book Date/search officer/release information/arrest made/comments on Book Info, Current cell and bed assignment for current inmates. Charges: Charge ID, Arrest Codes, Statutes, Descriptions, Crime Class, Counts, Warrant Numbers/agencies, AFIS #, Weapon used, County of Charge, charge status, UCR Codes, Bond information, Case Numbers, Court Information, Offense Date, Arresting officer/agency, charge order. Cell Assignment History, Alias, Contacts, Holds, Alerts, Property, Images, Sentencing, Notes, Incidents, Questions, Audit Log, Scheduling, Documents, Mail Log, Housing/Billing, Programs, Classifications, Visitations, Issued Property, Grievances. 3 Data Iterations and Validations Mock Go Live Cut Live	1	\$45,000.00	\$45,000.00
SUBTOTAL				\$45,000.00

SaaS Module Package				
PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
SaaS- JailTracker Premium Module Package (4-year commit)		1	\$75,875.00	\$75,875.00
SUBTOTAL				\$75,875.00

TOTAL	\$168,875.00
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Terms & Conditions:

This is a price quote for the product and/or services named above. It is valid through the expiration date. JailTracker reserves the right to withdraw this price quote if it is not accepted by the expiration date.

1. This Order Authorization form incorporates by reference the following document(s) between JailTracker and Customer:
 - o Software License Agreement; and (if applicable)
 - o JailTracker Software as a Service (SaaS) terms and conditions; and (if applicable)
 - o Statement of Work.
2. Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on JailTracker.
3. Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
4. Each party executing this Order Authorization acknowledge and warrant that [he][she] is duly authorized by JailTracker and/or the Customer to execute this Order Authorization on JailTracker's and/or the Customer's behalf.
5. Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.
6. Transmission of images of signed Order Authorization or Quotation forms by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.



Software As A Service Agreement

This **Software As A Service Agreement** (the "**Agreement**"), is entered into on Jan. 25, 2026 (the "**Effective Date**") by and between SANTA FE COUNTY, with its principal place of business at 102 Grant Avenue, Santa Fe, New Mexico 87504-0276 ("**Customer**") and COLOSSUS, INCORPORATED, ("**Colossus**") a North Carolina corporation with its principal place of business at 102 West Third Street, Suite 750, Winston-Salem, NC 27101.

WHEREAS, Colossus, Incorporated is the legal entity that markets, sells and distributes the JailTracker™ Offerings under the platform of the Global Public Safety business unit (hereinafter referred to as "**JailTracker**", including Colossus).

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the meaning set out below, all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- (a) "**Annual Subscription Fees**" means the annual subscription fees set out in Schedule "A" to this Agreement.
- (b) "**Change Order**" means any written documentation between and signed by the Customer and JailTracker evidencing their agreement to change the scope of Services under this Agreement.
- (c) "**Completion of Services**" means the Professional Services are complete and shall be deemed to have occurred on the date which the Customer commences using the Services.
- (d) "**Confidential Information**" means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of Customer includes Customer Data and any information related to the security of its facilities or information technology systems. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction.
- (e) "**Conversion Costs**" shall have the meaning set forth in Section 9 of this Agreement.
- (f) "**Data**" means all incident related data that is provided by Customer to JailTracker and all other content transmitted, posted, received or created through Customer's use of the Services or the Software.
- (g) "**Documentation**" means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.
- (h) "**Fees**" means the Annual Subscription Fees, Professional Services Fees, Billable Services, and Conversion Costs.
- (i) "**Order Forms**" means the proposal or purchase order executed by Customer and delivered to JailTracker for the purpose of gaining access to the Services. Order Forms are incorporated herein by reference.
- (j) "**Professional Service(s)**" means those professional service(s) listed in Schedule "A" to this Agreement.

- (k) **"Professional Services Fees"** means the professional service(s) fees set out in Schedule "A" to this Agreement and Section 12 of this Agreement.
- (l) **"Services"** means the web-based services commonly referred to as "software as a service" to be provided by or on behalf of JailTracker under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by JailTracker and the delivery of non-exclusive access via the internet to the Customer to use the Software granted to the Customer pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Software.
- (m) **"Software"** means the software product(s) that are listed in Schedule "A" to this Agreement.
- (n) **"Support Services"** means those billable support services to be provided by JailTracker as further described in Schedule "B" to this Agreement.
- (o) **"Third Party Components"** means any third party telecommunications, managed facilities and/or software applications and services that JailTracker or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services, including but not limited to the list set forth in Schedule "D" of this Agreement.
- (p) **"User(s)"** means employees, consultants, contractors or agents of Customer that have been authorized by the Customer in writing to access and use the Software.

2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, execution by JailTracker and Customer of an Order Form and payment by Customer of the Annual Subscription Fees, JailTracker hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Software on an annual subscription basis and in accordance with the Documentation solely for Customer's internal business purposes, and (b) to use, copy and modify the Documentation solely for the purpose of creating and using training materials relating to the Software. Services are as presently available, and as may be modified from time to time, and that Customer acknowledges and agrees that its subscription is neither contingent on the delivery of any future functionality nor dependent on any oral or written representations by JailTracker regarding future functionality.

3. Fees

In consideration of receiving the Services, Professional Services, and Billable Services, Customer agrees to pay to JailTracker the Fees and all applicable travel and lodging expenses as described in an Order Form in accordance with the payment terms set out in Schedule A. The Annual Subscription Fee is payable in full prior to the start of each period of the Term, and is non-refundable. Fees on any Renewal Term are subject to annual price increases. Any annual price increase that exceeds 4% of the Fees charged in the preceding period of the Term or any Renewal Term for any Services will be effective only if given with written notice to Customer one hundred twenty (120) calendar days prior to the commencement of such Renewal Term. No increase in Fees is effective unless made in compliance with this Section 3.

The Fees and any other fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on JailTracker' net income).

If any Fees are not paid when due, then at JailTracker' discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid, and/or (b) JailTracker may suspend the Service, including all Customer access to the Service, pursuant to Section 13(c).

JailTracker reserves the right to perform an annual audit on Customer's use of the Services to determine the actual number of concurrent Users accessing the Services per Agency during the term of the previous year. Should the audit reveal a number of Users accessing the Services are in excess of the number of Users for which a subscription was purchased, JailTracker reserves the right to adjust its annual Subscription Services invoice for accordingly. If such audit involves entering

the on-site premises of Customer, JailTracker shall: (1) give Customer at least fifteen (15) calendar days notice of such audit; (2) be performed only during the hours between 9:00 am and 5:00 pm Mountain Time; (3) comply with all security protocols of Customer and be supervised by Customer representatives and security personnel at all times; and (4) limit such on-premises audit to the administrative offices of the premises of Customer except with the express written permission of the Warden or Deputy Warden of Customer.

4. Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the date the Order Form is executed and shall continue for a period of one year (the "**Initial Term**"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "**Renewal Term**") unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) calendar days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "**Term**". The maximum number of Renewal Terms after the Initial Term is three. Any additional renewal terms above the three must be agreed upon by the parties through a Change Order.

5. Restrictions on Use

In addition to its termination rights under Section 13, JailTracker may restrict or limit Customer's access to the Services if JailTracker reasonably determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in JailTracker's reasonable opinion poses any risk of any kind or nature to JailTracker or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, JailTracker will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Services and will promptly restore Customer's access after JailTracker has had reasonable assurance that such conduct has been permanently discontinued.

- (a) Except as expressly provided herein, the Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the rights granted under this Agreement or otherwise use the Services or the Software except as expressly permitted by this Agreement without the prior written consent of JailTracker.
- (b) The Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Services or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- (c) The Customer may duplicate Documentation, at no additional charge, for the Customer's use so long as all required proprietary markings are retained on all duplicated copies.
- (d) No third party, other than duly authorized Users shall have access to or use of the Software.
- (e) The Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- (f) The Customer shall not access the Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of JailTracker.
- (g) The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.
- (h) The Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.

- (i) The Customer shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.

6. SaaS Services

- (a) JailTracker shall provide all facilities, equipment, software and services required to deliver the Services.
- (b) JailTracker shall provide access to the Software to Users. Such access shall be provided twenty four (24) hours per day, seven (7) days per week, except for planned downtime as announced via the Services or unplanned downtime caused by circumstances beyond its reasonable control. JailTracker shall endeavor to schedule and give notice of all planned downtime (for example, for routine maintenance) as far ahead in advance as possible and will endeavor to give at least forty eight (48) hours advance notice. JailTracker shall endeavor in such notice to specify which systems will be affected by such downtime. Further, JailTracker shall endeavor that such downtime shall: (a) last no longer than one hour; (b) be scheduled outside the business hours of Customer's administrative offices; and (c) occur no more frequently than once per week; provided that JailTracker may request Customer's approval for extensions of planned downtime above one hour, which approval may be granted in Customer's sole discretion not to be unreasonably withheld or delayed. For any scheduled downtime that may affect Customer's security protocols or the security of its facilities, Customer shall have the right, in its sole discretion, to deny such planned downtime, in which case JailTracker shall propose a different date and time for such planned downtime if such planned downtime is indeed necessary for the Services.
- (c) JailTracker reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software. JailTracker shall inform Customer of such criteria but JailTracker shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, JailTracker reserves its rights to not grant to such Users access to the Software. JailTracker reserves its rights to restrict access to the Software to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software.
- (d) JailTracker shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure access to the Software.
- (e) JailTracker shall comply with the terms and conditions regarding access and use of Data as set out in this Agreement, including in Section 14.
- (f) The JailTracker's Privacy Statement is attached hereto and made a part hereof as Schedule "C". JailTracker reserves the right to modify its privacy and security policies from time to time. Providing security for the information entered into JailTracker's Internet Application(s) is of paramount importance to JailTracker. JailTracker takes appropriate security measures to protect against unauthorized access to, or unauthorized alteration, disclosure, or destruction, of Customer's personally identifying information. JailTracker uses Secure Socket Layer (SSL) FIPS140-2 compliant encryption to encrypt the transmission of data with JailTracker hosted systems. JailTracker operates in compliance with the FBI CJIS Security Policy.
- (g) Customer acknowledges that in order to provide the Services JailTracker may be required to purchase access to Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to JailTracker and its service providers as of the Effective Date including third party representations and government regulations, and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by JailTracker to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of JailTracker' control, then (a) JailTracker shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) JailTracker may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to terminate set out in Section 13(g).
- (h) Services shall include providing to Customer and its authorized Users: (a) all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the Services, that JailTracker provides at no additional charge to its other similarly situated customers; and (b) all such services and repairs as are required to maintain the Services or are ancillary, necessary, or otherwise related to Customer's or its authorized Users' access to or use of the Services, so that

the Services operate properly in accordance with this Agreement and the Documentation.

- (i) **Redundancy, Data Backup, and Disaster Recovery.** As to any and all software-as-a-service/cloud-based Software, JailTracker shall store the Customer Data in U.S.-based, CJIS-compliant Tier III data centers, encrypted at rest and in transit, with daily backups and multi-site redundancy to protect against data loss, in each case throughout the Term and any Renewal Term and at all times in connection with its actual or required performance of the Services, in addition to any other storage environment or security protocols stated in the proposal submitted by JailTracker on September 1, 2025, in response to Request for Proposal No. 2026-0023-PSD (the "JailTracker Proposal").

7. Customer Responsibilities

- (a) **Co-operation by Customer** -- The Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Customer and its staff and agrees to act reasonably and co-operate fully with the JailTracker to achieve the Completion of Services related to any Professional Services supplied by JailTracker. To enable JailTracker to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with JailTracker' practices.
- (b) **Project Manager** -- The Customer shall appoint a project manager who shall work closely with JailTracker to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Customer and their co-operation with and participation in such process during any Professional Services.
- (c) **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, internet or direct telecommunications connections and software applications (e.g. web browser) at its facilities required for Users to access and use the Software. JailTracker shall not be responsible for the operation of any internet, network or other communication services. The Customer further acknowledges that the operation of the Software requires the Customer's and Users' hardware to be of sufficient quality, condition and repair, and the Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by JailTracker.
- (d) **Passwords.** Customer agrees to comply with all JailTracker security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and passwords and user ID's assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify JailTracker in writing to change Customer or User's password(s) for any reason, including without limitation if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify JailTracker immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.
- (e) **Users.** The Customer is responsible for: (i) the actions of Users using the Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by JailTracker from time to time for Users; and (iii) informing JailTracker of any information about Users' actions that may be in breach of this Agreement.
- (f) **Compliance with Laws.** Customer represents and warrants to JailTracker that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability. Further, JailTracker represents that it shall be in compliance with all applicable laws, ordinances and regulations. Further, Contract shall comply with Santa Fe County Ordinance 2014-1.
- (g) **Data Security.** Customer acknowledges and agrees that use of or connection to the internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as JailTracker's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to JailTracker' servers; and (iii) Data is encrypted.

JAILTRACKER DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. JAILTRACKER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS' USERS' CONNECTION TO OR USE OF THE INTERNET, AND JAILTRACKER SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

8. Data Conversion

JailTracker offers data conversion as part of its Professional Services. The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical conversion includes information such as names, addresses, and phone numbers. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in the Services pricing proposals but these are only estimates. If not already included in this Agreement as part of Schedule A, JailTracker will notify Customer of final conversion costs after inspections or sample data can be examined to verify data formats and data integrity. In such event, and upon receipt by JailTracker of notice in writing from Customer that such conversion costs are acceptable, such costs shall form of this Agreement (the "**Conversion Costs**"). Any costs associated with obtaining the data from the existing vendor are the responsibility of the Customer. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by JailTracker.

Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Customer will be billed at the Professional Services Fee rate set out in Schedule A to this Agreement.

9. Support Services

- (a) **Support Services.** The Support Services listed in Schedule "B" are Subject to the terms and conditions of this Agreement. JailTracker shall provide the Support Services in accordance with Schedule "B".
- (b) **Manner of Performance.** JailTracker shall perform the Support Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. JailTracker shall determine in its sole discretion the manner and means by which the Support Services shall be performed, with due consideration of adequate knowledge transfer to the Customer personnel. JailTracker will communicate openly with the Customer in its methodology, manner and means. All personnel used by JailTracker shall be fully qualified and licensed, and permitted to work under federal and state laws, and shall not be employees or have contractual relationships with the Customer. Further, JailTracker shall procure all necessary permits and licenses and pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

10. Warranty and Warranty Disclaimer

- (a) **Limited Warranty.** JailTracker warrants to Customer that the Services shall be performed at a level and shall substantially conform to the specifications stated in JailTracker' Documentation and the Scope of Work as duly negotiated between the parties, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the Services do not conform to the foregoing limited warranty is for JailTracker to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 13(b).
- (b) **Authority.** Each party represents and warrants to the other party that is has the legal power and authority to enter into this Agreement. JailTracker further represents that it is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement. Customer further represents and warrants to JailTracker that it has not provided any false information to gain access to the Services.

(c) **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 10(A) OR ELSEWHERE IN THIS AGREEMENT, THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

JAILTRACKER, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

JAILTRACKER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, JAILTRACKER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUME NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF JAILTRACKER.

11. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF JAILTRACKER AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY JAILTRACKER IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE FEES PAID BY CUSTOMER TO JAILTRACKER UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE EVENT THAT GIVES RISE TO THE CLAIM.

CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE. .

12. Change Order Process

With respect to any proposed changes to the Professional Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of JailTracker applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require JailTracker to provide additional work hours, JailTracker may propose a change to cover the additional work effort required

of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. JailTracker acknowledges that any change order that increases the Fees paid by Customer to JailTracker by more than 10% of the total compensation owed or \$500,000 requires approval of the Customer's governing body, and is not subject to this Section 12.

The following individuals are authorized to sign off on Change Orders on the Customer's behalf:

Name: Gregory S. Shaffer Title: County Manager

Name: _____ Title: Board of County Commissioner, Chair

13. Cancellations and Termination

This Agreement may be terminated as follows:

- (a) Either party may terminate this Agreement by notifying the other party in writing one hundred twenty (120) calendar days in advance, which termination shall only become effective upon the expiration of the then current Term, whether that be the Initial Term or a Renewal Term.
- (b) If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within thirty (30) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such thirty (30) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect. A material breach includes but is not limited to the following: (1) breach of any obligation set forth in Section 16 (Confidential Information) of this Agreement; and (2) Customer's failure to pay Fees.
- (c) The Customer may, in its discretion, terminate this Agreement at any time for any reason by giving JailTracker written notice of termination. The notice shall specify the effective date of termination, which shall not be less than ninety (90) calendar days from JailTracker's receipt of the notice. Notwithstanding anything to the contrary in this Agreement, the Customer shall pay JailTracker for all work performed prior to the effective date of termination and shall not be entitled to any refunds for any prepaid Fees for Services.
- (d) If Customer has failed to pay any amounts when due under this Agreement, JailTracker shall have the right to (i) suspend performance of the Services (including Customer access to the Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.
- (e) JailTracker may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached any obligation regarding the disclosure of JailTracker's materials that are subject to an exemption under the IPRA, or any obligations set forth in this Agreement regarding the intellectual property rights of JailTracker.
- (f) Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- (g) If any such modification, change or replacement of the original Third Party Components pursuant to Section 6(g) includes a material price increase with respect to the Services enabled by such Third Party Components or impairs Customer's ability to utilize such Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Customer may cancel the Services and terminate this Agreement by providing written notice to JailTracker within twenty (20) days after Customer's receipt of notification of such material price increase or discovery of such impairment.

- (h) Any failure of the Services to meet the requirements of this Agreement with respect to the security of any Customer Data or other Confidential Information of Customer, including any related backup, disaster recovery, or other policies, practices, or procedures, is a material breach of this Agreement and shall be subject to the provisions of Section 13(b). If JailTracker fails to cure such default, Customer may at its option, terminate this Agreement immediately on written notice to JailTracker without any notice or cure period, and JailTracker shall promptly reimburse to Customer any Fees prepaid by Customer prorated to the date of such termination.

14. Effects of Termination

In the event of termination or expiration of this Agreement:

- (a) All rights granted to Customer in this Agreement shall immediately terminate and JailTracker will immediately cease to perform the Services.
- (b) Customer will pay all amounts due under this Agreement up to and through the date of termination.
- (c) Customer shall return to JailTracker, or at JailTracker's option, purge or destroy all copies of any Confidential Information of JailTracker in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.
- (d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (e) Unless this Agreement is cancelled or terminated pursuant to Section 19, any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all Annual Subscription Fees due for each year of the Initial Term not already invoiced and/or paid, which amount will be due immediately. This section will not affect JailTracker's right to collect any further invoiced amounts for other Professional Service Fees.
- (f) Conditional upon Customer's payment of all undisputed Fees that are due to JailTracker, JailTracker will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a comma separated value format (.csv file). The anticipated services to provide a copy of the Data are five (5) business days and will be billed at JailTracker's then current daily rate. Upon receipt of notice from Customer confirming receipt of the Data, confirming that such Data is adequate for a functional transition and requesting JailTracker to delete the Data, JailTracker shall destroy all copies of the Data and delete all Data on the database and an Officer of JailTracker shall certify the destruction and deletion to the Customer. Subject to any legal requirement that JailTracker must retain a copy of the Data, JailTracker shall not delete the Data for forty five (45) calendar days from the date of termination except where it has received written instructions from Customer to delete the Data. Following forty five (45) days from the date of termination if Customer has not communicated with JailTracker regarding the Data, JailTracker shall have the right to delete all Data at any time as either required by law or as determined by JailTracker in its sole discretion. Notwithstanding the foregoing, JailTracker shall be permitted to delete all Data where JailTracker is required by applicable law to delete such Data, in which case JailTracker shall not be required to adhere to the time frames detailed above and shall only be required to notify Customer of such deletion within a reasonable time of such deletion.

15. Ownership

- (a) **By JailTracker.** JailTracker, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services and Software and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Software except the limited right to access and use the Software in accordance with the terms of this Agreement and JailTracker and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to JailTracker a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate in to the Services any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or the Software.
- (b) **Customer Data.** As between JailTracker and Customer, all Data will remain the sole and exclusive property of Customer.

Customer and other customers share access to all data in master indices, such as people, location, or vehicle records. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to JailTracker a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only be by JailTracker's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, JailTracker may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Customer grants to JailTracker a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("**Aggregated Data**"), for the limited purpose of statistical compilation and to improve the Services or Software. JailTracker shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants JailTracker the right to access Data to provide feedback to Customer concerning its use of the Services.

Customer authorizes JailTracker to disclose the fact that Customer is a customer of JailTracker and uses the Services.

(c) Data and Privacy Policy of Customer

The Customer represents and warrants to JailTracker that:

- i. Data that is either provided to or acquired by JailTracker is owned exclusively by Customer and/or that the Customer has full right and title to provide the Data to JailTracker;
- ii. Data that is either provided to or acquired by JailTracker is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by JailTracker and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America or that Customer is otherwise legally entitled to collect, use or store such Data;
- iii. Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- iv. Customer will not provide JailTracker with data of any kind for which JailTracker either has no need or does not have the right to collect, use and store under the terms of this Agreement.

16. Confidential Information

JailTracker agree to keep confidential any and all Confidential Information with respect to Customer which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law including the New Mexico Inspection of Public Records Act, NMSA 1978, Section 14-2-1, or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. JailTracker agrees to hold Customer's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of Customer.

In addition to any other restrictions on JailTracker' use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. In the event that JailTracker receives any requests regarding Data from a third party, including the right to review or to challenge the collection and storage of such Data, such requests shall be referred back to the Customer. Customer represents and warrants to JailTracker that as of the Effective

Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

17. Risk of Use of Data

Customer is solely responsible for its Data, its use, and its Users' use, of the Services in any way, and its own legal liability arising out of or relating thereto.

18. Subcontracting

Except as otherwise permitted in this Agreement, JailTracker shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the Customer. Any attempted subcontracting or delegating without the Customer's advance written approval shall be null and void and without any legal effect.

19. Appropriations and Authorizations

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Customer and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the Customer to JailTracker. Such termination shall be without penalty to the Customer. Notwithstanding the forgoing, the Customer shall still be obligated to pay for any completed work performed prior to the Customer's notice of non-appropriation, and shall not be entitled to any refund or reimbursement for any prepayments made prior to such non-appropriation.

20. Records and Audit

To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the Customer as part of the procurement process, JailTracker agrees to (i) maintain such books and records during the term of this Agreement and for a period of three years from the date of final payment under this Agreement; (ii) allow the Customer or its designee to audit such books and records once per calendar year, upon reasonable notice, but no less than five business days notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP). Any such designee shall be subject to a non-disclosure agreement between the designee and JailTracker that is of form and substance that is agreeable to JailTracker, prior to being granted access to JailTracker's books and records contemplated under this Section.

21. Insurance

At all times during the Term, Provider shall procure and maintain, at its sole cost and expense, all insurance coverage required by applicable Law, and in any event insurance coverage in the following types and amounts:

- (i) commercial general liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury, death and property damage;
- (ii) professional liability, error & omission and/or cyber insurance, with limits no less than \$10,000,000 in the aggregate (a \$5M self-insured retention being acceptable);
- (iii) worker's compensation and employers' liability insurance with limits no less than the greater of the minimum amount required by applicable law; and
- (iv) commercial automobile liability insurance with limits no less than \$1,000,000, each occurrence combined single limit of liability for bodily injury, death, and property damage.

22. General

(a) **Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the state of New Mexico and the federal laws of the United States applicable therein, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Services shall be subject to the exclusive jurisdiction of the state and federal courts that serve Santa Fe County, New Mexico. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise

applicable. Customer and JailTracker hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of JailTracker in connection therewith or contemplated thereby.

- (b) **Mediation:** Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.
- (c) **Notice:** JailTracker may give notices related to this Agreement by means of a general notice on the Services, an electronic mail to the Customer's e-mail address on record in the Company's account information, or by written communication sent via first class mail to Customer's billing address on record in the Company's account information, except that notices regarding termination of this Agreement or enforcement of rights under this Agreement shall be as follows. Except as otherwise expressly set forth in this Agreement, any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows:

If to JailTracker:

If by courier/mail:
102 W. 3rd Street, Suite 750,
Winston-Salem, NC 27101

If by email: [RFord@harriscomputer.com]

If to Customer:

If by courier/mail:
Santa Fe County,
Attn: Santa Fe County Manager,
102 Grant Avenue
P.O. Box 276,
Santa Fe, New Mexico 87504-0276

If by email: ebernardino@santafecountynm.gov ; gshaffer@santafecountynm.gov; and
mcmartinez@santafecountynm.gov 

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 22.

- (d) **Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of United States.
- (e) **Entire Agreement:** This Agreement together with the Schedules attached to this Agreement constitute the entire

agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.

- (f) **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- (g) **Assignment:** Neither Party may assign any of its rights or duties under this Agreement without the prior written consent of the other Party, where such consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- (h) **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- (i) **Allocation of Risk:** Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between JailTracker and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.
- (j) **Relationship:** JailTracker is and at all times will remain an independent contractor in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between JailTracker and the Customer. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- (k) **Equitable Relief:** Each party acknowledges and agrees that it would be difficult to compute the monetary loss to the other arising from a breach or threatened breach of this Agreement and that, accordingly, each party will be entitled to seek specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement.
- (l) **Force Majeure:** No default, delay or failure to perform on the part of a party shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events. Performance times shall be considered to be extended for a period of time equivalent to the time lost because of such delay.
- (m) **Survival:** Sections 1 (Definitions), 3 (Fees), 5 (Restrictions on Use), 7(f) (Compliance with Laws), 7(g) (Data Security), 10(c) (Warranty Disclaimer), 11 (Limitations on Liability), 14 (Effects of Termination), 15 (Ownership), 16 (Confidential Information), 17 (Risk of Use of Data), 22 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.
- (n) **Counterparts:** This Agreement may be executed in counterparts (whether by fax signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.
- (o) **Notice of Penalties:** The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities,

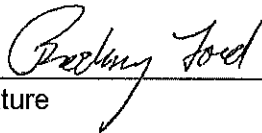
and kickbacks.

- (p) **Conflicts of Interest:** To the best of JailTracker's knowledge at the time of execution of this Agreement, it has no interest that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- (q) **Equal Employment Opportunity Compliance:** JailTracker agrees to abide by all federal, state, local laws, applicable ordinances and resolutions of the Customer, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Customer shall provide reasonable notice of any new ordinance and resolutions issued by the Customer that would affect their obligations under this paragraph. Without in any way limiting the foregoing general obligation, JailTracker specifically agrees not to discriminate against any person with regard to employment with JailTracker or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity. JailTracker acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.
- (r) **New Mexico Tort Claims Act:** No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by Customer or its public employees at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1,, as amended.
- (s) **Campaign Contribution Disclosure Form:** JailTracker agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the Customer.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, JailTracker and the Customer have duly executed this Agreement.

COLOSSUS INCORPORATED



Signature

Rodney Ford

Name


Senior Vice President

Title

1/16/2026

Date

SANTA FE COUNTY



Signature

Gregory S. Shaffer

Name


County Manager

Title

1/25/2026

Date

Approved as to form:



County Attorney

Date: 1/6/2026

Schedule "A"

Fees and Payment Schedule

JailTracker Premium SaaS Module

[Insert Fees]

	Year One	Year Two	Year Three	Year Four
Professional Services	\$93,000			
Subscription (SaaS)	\$75,875	\$75,875	\$75,875	\$75,875
Total	\$168,875	\$75,875	\$75,875	\$75,875

*Professional Services are set forth in the Order Forms and Statement of Work. All Professional Services, Billable Services and charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred in accordance with prevailing IRS travel expense/mileage rates, and/or the best available price for coach airline travel and hotel rates. All pricing is exclusive of applicable sales, use or similar taxes. Customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to denial of Service in accordance with Section 13(d) of the Agreement.

PAYMENT TERMS:

The Annual Subscription Fee will be due in advance of the Initial Term and each Renewal Term, and is non-refundable.

Any Professional Services Fee, Billable Services and travel and lodging expenses, if any, will be invoiced as incurred and shall be due and payable thirty (30) days from the date of invoice.

ADDITIONAL PROFESSIONAL SERVICE(S) FEES:

Additional professional services are available via the telephone, and at Customer's request and payment as required herein, on-site. Professional Service work provided via telephone is billed at the rate of \$180.00 per hour. On-site work is billed at the daily rate of one-thousand five-hundred dollars (\$1,500) plus travel, lodging and per diem expenses. Professional Services performed one year or more from the date of this Agreement will be billed at the then current JailTracker rate. Help line support does not include training. New employees must be trained by Customer or by making arrangements with JailTracker.

Additional professional services may include but are not limited to: implementation, report creation, application training, and other billable services as set forth in Schedule B.

Schedule "B"

Support Services

SEVERITY	SEVERITY DESCRIPTION	PREMIUM SUPPORT
Priority 1 - Critical	<ul style="list-style-type: none">▪ The problem critically impacts the Client's ability to do business (mission critical usability problems)▪ The system is down/inaccessible▪ Results in corruption or loss of data▪ No known workaround or solution to the problem at the time the call is logged	30 minute response via Phone Submission
Priority 2 - Major	<ul style="list-style-type: none">▪ Prevents the use of an explicitly documented major function of the software▪ A significant number of users are unable to use the system.▪ EXISTING User logon issues▪ No known workaround or solution to the problem at the time the call is logged	2 hour response via Phone Submission
Priority 3 - Medium	<ul style="list-style-type: none">▪ It does not meet the criteria of a priority 1 or priority 2▪ Product does not work as explicitly documented▪ Non-mission critical usability issues (e.g. printing)	8 business hour response
Priority 4 - Minor	<ul style="list-style-type: none">▪ It does not meet the criteria of previous priorities▪ The problem is minor and negligibly impacts the Customer's ability to do business. Routine priorities also include questions and/or general consultation.▪ Documentation errors▪ New user set-up▪ New instance/schema set-up▪ Data load (example: Citation codes)▪ Installation Issues/Access set-up (new user, new machine, new method)	5 business day response

Billable Services:

Including but not limited to the services listed below are services that are out of scope for included Support Services and are, therefore, considered billable services.

- Conversion Costs
- Extended telephone training
- Forms redesign or creation
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services
- Agencies, bulk user set-up
- File imports/exports
- Interfaces to other applications
- Custom modifications (reports, forms, reversal of customizations)
- Data conversions / global modification to setup table data
- Extended Hardware & Operating System support

The Services set forth in Section 6(h) of the Agreement shall not be billable services.

Connection Methods

For certain applications, JailTracker may require that a communication link be established and maintained between JailTracker and the Customer site. It is the customer's responsibility to ensure the connection is valid at their location so that JailTracker Support staff is able to connect to the site and resolve any issues. JailTracker's supported methods of connection are: Direct internet, Direct Connection (modem), JailTracker's BOMGAR support tool and Terminal Services (a backup connection may be required for file transfers).

Schedule "C"

Colossus, Incorporated Privacy Statement

Date of last revision: March 4, 2012

INTRODUCTION

Protecting personally identifying information and our Customer's Data stored in JailTracker's Internet application(s) is a core JailTracker value. This Privacy Statement describes how JailTracker collects and uses the personally identifying information you provide to us in order to access our JailTracker Internet applications. It also describes the choices available to you regarding JailTracker's use of your personally identifying information, and the steps you can take to access this information, and to request that we correct or delete it.

If you have questions about this Privacy Statement or want to contact us regarding how we handle your data, please send an email to info@caliberJailTracker.com or write to us at:

Colossus, Incorporated - JailTracker
614 Columbia Avenue
Glasgow, KY 42141

HOW WE COLLECT INFORMATION

JailTracker Programs and Services

JailTracker collects a wide variety of information in the course of providing the JailTracker hosted services. This information applies to both JailTracker application users as well as the information they collect and process in the performance of their duties. All information entered by an JailTracker Agency is the property of the Agency.

HOW WE SHARE YOUR PERSONALLY IDENTIFYING INFORMATION

We will only disclose your personally identifying information in the following situations

- as required by law such as to comply with a subpoena, or similar legal process
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud or respond to a written government request
- if JailTracker becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, we will provide notice before personally identifying information becomes subject to a different privacy statement
- to any other third party with your prior consent to do so

We will share your personally identifying information with third parties only in the ways that are described in this Privacy Statement. We do not otherwise sell your personally identifying information to third parties.

HOW WE SHARE RECORDS YOU ENTER INTO THE APPLICATIONS

JailTracker Customers electronically submit data or information to the Services for hosting and processing purposes ("Customer Data"). JailTracker will not review, share, distribute, or reference any such Customer Data except as provided in the JailTracker Agreement executed by an End User Agency, or as may be required by law. In accordance with the JailTracker Agreement, JailTracker may access Customer Data only for the purpose of providing the Services, preventing or addressing service or technical problems, at a Customer's request in connection with customer support matters, or as may be required by law. JailTracker will only share data that has been authorized for sharing by the Agency that originally entered the record.

ACCESSING AND UPDATING YOUR PERSONALLY IDENTIFYING INFORMATION

To review and update your personally identifying information to ensure it is accurate, contact us; or, if you are an JailTracker customer, use our online tools.

JailTracker will make commercially reasonable efforts to provide you reasonable access to any of your personally identifying information we maintain within 30 days of your access request. We provide this access so you can review it, make corrections or request deletion of your data. If we cannot honor your request within the 30-day period, we will tell you when we will provide access. In the unlikely event that we cannot provide you access to this information, we will explain why we cannot do so.

SECURITY

Providing security for the information entered into JailTracker's Internet Application(s) is of paramount importance to JailTracker. We take appropriate security measures to protect against unauthorized access to, or unauthorized alteration, disclosure, or destruction, of your personally identifying information. We use Secure Socket Layer (SSL) FIPS140-2 compliant encryption to encrypt the transmission of data with JailTracker hosted systems. We operate in compliance with the FBI CJIS Security Policy.

LINKS TO OTHER WEB SITES

This Privacy Statement applies to JailTracker Web services only. Our Site includes links to other Web sites. If you submit personally identifying information to any of those sites, your information is subject to their privacy statements, which includes but is not limited to Google Privacy Policy located at: <http://www.google.com/policies/privacy/>. We encourage you to carefully read the privacy statement of any Web site you visit.

CHANGES TO THIS PRIVACY STATEMENT

Please note that this Privacy Statement may change from time to time. If we change this privacy statement in ways that affect how we use your personally identifying information, we will advise you of choices you may have as a result of those changes. We will also post a notice on our home page that this Privacy Statement has changed.

CONTACTING US

Questions regarding this Privacy Statement or the information practices of the Company's Web sites should be directed to JailTracker Privacy, 102 W. 3rd Street, Suite 750, Winston-Salem, NC 27101.