ADDENDUM B - HOSTING

THIS ADDENDUM ("Addendum") supplements the Master Agreement ("Agreement") dated _____, made by and between Teleosoft, Inc. ("Licensor"), with its principal place of business located at 96 South George Street Suite 350, York, PA 17401 and Santa Barbara County ("Licensee"), with its principal place of business located at PO Box 5049 Santa Maria, CA 93456 and is effective the later of _____, 20 ___ and the date of the Agreement (the "Effective Date").

The rights, obligations, and liabilities of the parties shall be determined by the above referenced Agreement, and its definitions shall apply to all language used in this Addendum. If there is conflict between this Addendum and the Agreement, the Addendum shall take precedence.

SECTION A - HOSTING SERVICES

CountySuite™ Cloud Hosting:

This addendum defines the details related to the hosting of the specified CountySuite™ software in an Azure Govt CJIS Compliant Cloud Hosted environment.

SECTION B - PRODUCT FEATURES

1. **Project Overview**

   This document provides a summary of the details and work associated with the hosting of all licensed CountySuite™ software referenced below in a CJIS Compliant Cloud Hosted environment.

2. **No Hardware**

   No hardware is included as a part of this proposal (e.g., servers, tablets, printers, bar code scanners, label printers, etc.).

3. **Cloud Architecture**

   The following diagram outlines the Cloud architecture that shall be provisioned in the CJIS Compliant Azure Government Cloud environment:
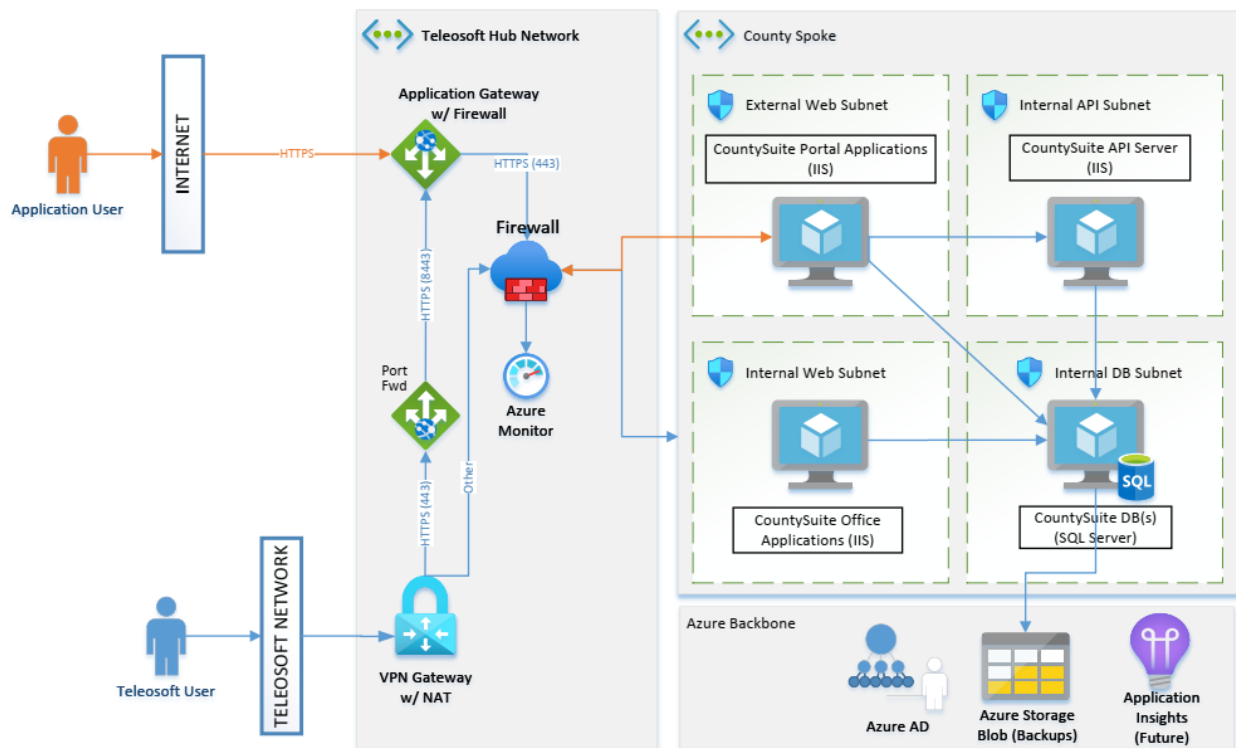
   Architecture Clarifications
   - Public/Portal User access is limited to the Portal Applications, as indicated by the orange traffic line
   - Direct TCP communication from VPN Gateway to Firewall is limited to Teleosoft access
   - All County network communication will occur over the public internet or a dedicated VPN Tunnel to the Teleosoft Hub VPN Gateway. This includes potential 3rd party integrations (depending on communication requirements).
   - Authentication:

   o The preferred authentication model will be to use OAuth against the County's Microsoft Azure AD Identity Provider, providing County IT managed identity and MFA support.
   o Alternatively, Teleosoft will provide an Azure AD Identity Provider.

4. **Cloud Hosting Benefits & Services**

AZURE INFRASTRUCTURE
- FedRAMP high, CJIS, PCI, HIPAA & IRS compliant
- VM Infrastructure 7x24x365 Uptime (99.9% SLA)

TELEOSOFT MANAGED SERVICES

- Microsoft Windows Server, SQL Server, and CountySuite™ Patch Management, Inventory and Change Tracking
- VM backups w/ 30-day retention and redundant copies
- Data backups w/ 1-year retention

Timeframe	RTO	RPO
0-7 days	1 day	4 hours
8-30 days	1 day	1 day
31-365 days	1 day	1 month

- Data Security
   o Data at rest
     - VM Disk Encryption
   o Data in motion
     - All traffic is transmitted using HTTPS and TLS 1.2

SECTION C - SCOPE OF WORK

1. **CountySuite™ Software**

   All licensed CountySuite™ products assumed to be hosted within the cloud environment herein described are itemized below.

   <u>**Sheriff**</u>

   Includes the following CountySuite™ modules:

   Base Product:
   - Accounting & Check Printing
   - Civil Actions
   - Personal Property
   - Real Property
   - Temporary Restraining Orders
   - Civil Bench Warrants
   - Scan & Attach
   - Notifications
   - User Management
   - Barcoding
   - Deputy Services

   Modules Included:
   - CountySuite™ Sheriff Portal
     - Portal Base Module
     - Public Access File Status Listing Portal
   - E-Services
     - User Registration and Approval Module
     - E-filing and Approval Module

2. **Cloud Infrastructure & Software Provisioning**

   Teleosoft shall be responsible for all aspects of CountySuite™ software and Cloud environment provisioning. This includes infrastructure provisioning (as shown in the cloud architecture diagram below), as well as installation and configuration of all prerequisite software and networking, including but not limited to the following:

   - Windows Operating systems (licensing covered in hosting costs)
   - SQL Server (licensing covered in hosting costs)
   - Internet Information Server
   - Acquisition of SSL Certificates
   - Domain Name registration
   - Coordination with County IT on any Cloud/Local Network configuration
     - Site-to-site VPN configuration
     - External software integration (as outlined in 3rd party integrations)

3. **Cloud Resource Capacity & Usage-Based Costs**

In the cloud environment, certain resource costs are based on resource capacity and/or usage. As a result, some of the costs included in this agreement are baseline costs that have been estimated for a specific usage amount or resource capacity.

The following are maximum usage allotments/capacities for this agreement:

- Contract allows for a maximum of 5 TB of traffic
    - Additional bandwidth cost (approx. $0.13 /GB)
- Contract allows for a maximum of 2 TB Total DB active storage
    - Additional storage cost (approx. $108 per 2 TB per month)
- Total Database Backup storage size (10 TB) & retention period (1 year)
- Compute capacities (VM sizes)

Production usage will be continually monitored to determine if additional capacity is required. Licensee will be notified of any adjusted costs bi-annually, and overages will be invoiced along with the annual renewal. Annual renewal rates will also reflect the latest capacities, updated growth estimates, and current Azure pricing.

4. **Right-Sizing**

Right-sizing is the process of piloting the deployment of an existing software environment to the target cloud environment to better determine necessary resource capacity. This is often done to identify the appropriate Compute-based resources (i.e., VM CPU and memory) but is not limited to these resource types.

Teleosoft shall be conducting right-sizing of Santa Barbara Sheriff's environment as specified above in the Azure Government Cloud to better determine resource capacities prior to a production go-live transition.

If additional resource costs are identified as necessary during the right-sizing process, County will be invoiced for the additional costs.

5. **Office Transition (2-Phased Approach)**

Teleosoft will work with County IT and the respective offices to successfully transition you from your current software to CountySuite™. This is done using a 2-phased approach:

- Phase 1 is test environment provisioning where all the software is setup on the new servers and user training and validation of the new application software is done. Depending on the office/application, this may include 1 (or more) test migrations where the existing application database is migrated to the new CountySuite™ application DB. In this situation, select office staff will assist with migration database validation. *This can be done during normal business hours.*

- Phase 2 is production launch/go-live. During this phase, final database migration shall be done (where applicable). Additionally, any necessary DNS entries as well as internal links are adjusted to point to the new Cloud-hosted environment. *This must be done off hours and shall require coordination between Teleosoft and County IT.*

6. **Data Ownership and Cloud Environment Exit Strategy**

All data created by and through the CountySuite™ applications (collectively stored as the SQL Databases) is the property of Santa Barbara County, with the exception of any CountySuite™ proprietary metadata such as application and system configuration. Access to the data from outside the CountySuite™ applications is possible at any time with a support request; data will be accessible within 3 business days and will be free of any encryption used during normal storage. The transfer of this data will utilize the environment's bandwidth allotment and can incur additional charges if maximum capacities are exceeded.

In the event that this agreement is terminated, the following actions shall be taken:

1.	A copy of the most recent SQL Databases shall be provided to County IT or another designated representative. Any existing encryption used in the data at rest shall be removed prior to delivery.

2.	All resources exclusively used in the environment shall be deleted, including but not limited to:
a.	Virtual Machines and/or other cloud compute technologies
b.	Storage Accounts
c.	Virtual Networks, subnets and user defined routes
d.	KeyVaults

3.	All resources shared by the environment shall be updated to remove any configuration, including but not limited to:
a.	Firewalls
b.	Load Balancers
c.	VPN Gateways
d.	Logging and Monitoring solutions

4.	All data backups shall be deleted unless specifically requested to retain. Any retention request will be evaluated for feasibility and cost impact.

Any resources and/or data which utilize a soft-delete or delayed-delete mechanism to protect against unauthorized deletion or modification shall be allowed to expire the resource per the given time (for example, secrets in KeyVault are soft-deleted for 7 days and can be recovered until that period passes, after which the secret is completely deleted).

SECTION D – MILESTONE & PAYMENT SCHEDULE

Below you will find an example of a typical CountySuite™ project milestone schedule, to provide an overview of how a project may progress. An estimated project timeline will be assessed after Analysis & Design, and a Final Project Plan will be provided. Milestone dates are dependent on multiple factors, including availability of county IT, servers, office, and field staff.

Milestone Name	Payment Due
1. Contract Signed & Deposit Payment Approved **Deliverables:** • **Contracts signed and approved**	$86,311
2. Complete base cloud server setup and validation **Deliverables:** • **Provisioned CountySuite™ Cloud Environment**	$10,800
3. Complete pre-production CountySuite Sheriff UAT V & V (verification and validation) **Deliverables:** • **CountySuite™ Sheriff Cloud Environment has been validated and CountySuite™ software functionality verified through Office UAT sessions**	$10,600
4. Complete production cutover for CountySuite™ Sheriff in the cloud environment **Deliverables:** • **Final production DB migration from existing on-premises environment to CountySuite™ Sheriff cloud environment** • **County Sheriff Office is using CountySuite™ Sheriff in production**	$10,600

COST SUMMARY

CountySuite™ Servers Implementation in Hosted Environment	**$32,000**

First-Year Hosting Fee	**$86,311**

*The first-year hosting fee will be invoiced at contract execution as per milestone #1. The second annual hosting fee will be issued one year from contract execution and will be prorated to align with the fiscal year. Subsequent annual hosting fees will be invoiced thirty (30) days in advance of each fiscal year, due on the fiscal year start. All renewal rates will reflect the latest capacities, updated growth estimates, and current Azure pricing.

Hosting Fee Table	
Year 1	$86,311
Year 2*	$86,311
Year 3	$90,627
Optional Year 4	$95,158
Optional Year 5	$99,916

Year 2 will be prorated from go live to align with the County fiscal year.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

Licensor:

Teleosoft, Inc.

Signed: _____

Print: Cory Fregm

Title: Chief Executive Officer

Licensee:

Santa Barbara County, PA

Signed: _____

Print: _____

Title: _____

Signed: _____

Print: _____

Title: _____

Signed: _____

Print: _____

Title: _____