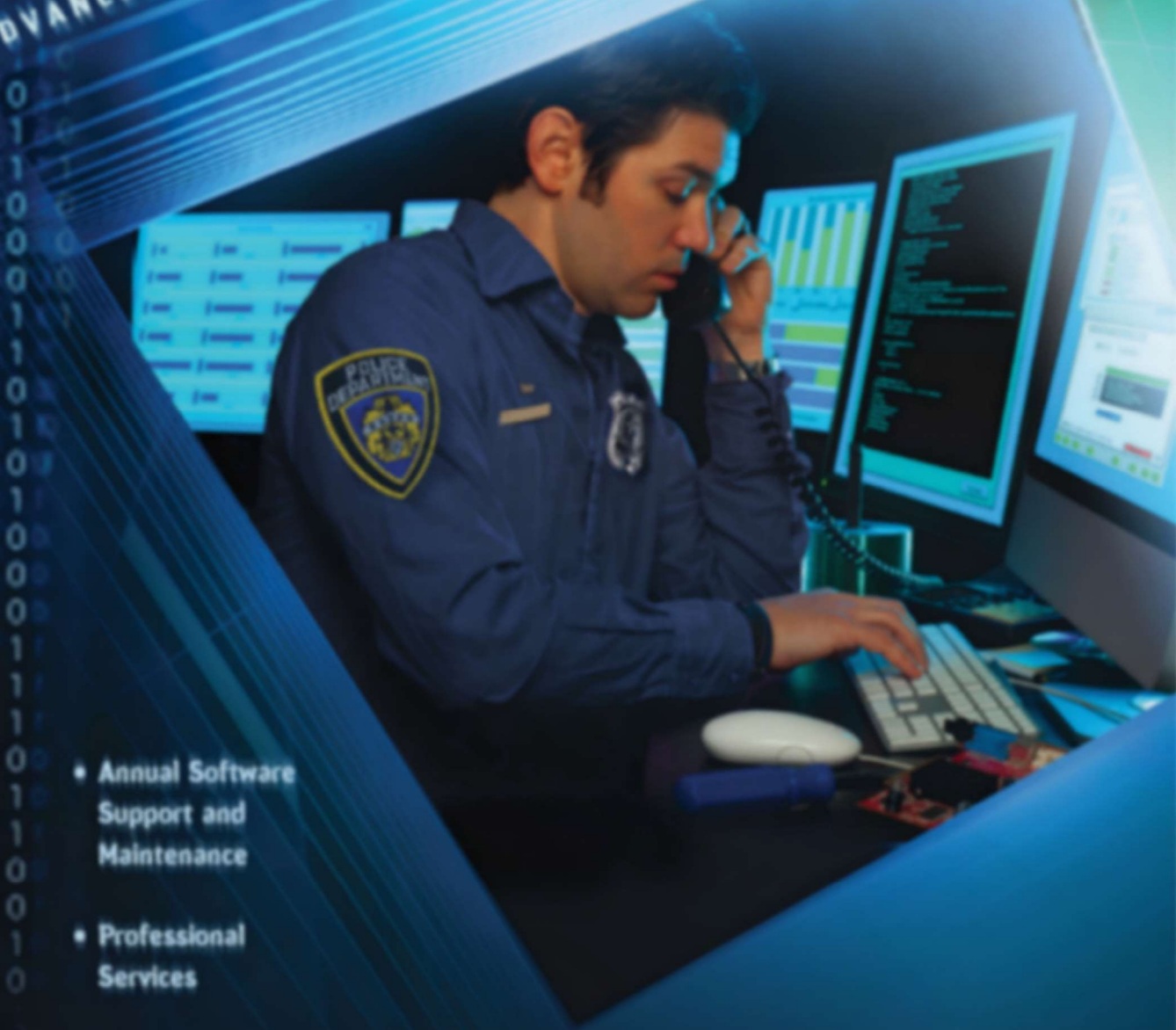


EXHIBIT H

SUPPORT AGREEMENT

PROFESSIONAL SERVICES
AND SUPPORT MANUAL

ADVANCED TECHNOLOGY INFORMATION MANAGEMENT SYSTEM



- Annual Software Support and Maintenance
- Professional Services

Contents

INTRODUCTION	3
<i>Section 1: Annual Software Support and Maintenance</i>	5
<i>Section 2: Standard Operating Procedures</i>	5
<i>Section 3: Professional Services</i>	7
<i>Section 4: Additional Professional Services</i>	8
<i>Terms and Conditions</i>	9
<i>Notifications and Renewal Contact Info</i>	10
<i>Professional Services and Support Acceptance</i>	11
<i>Appendix A: Software Support and Maintenance Pricing</i>	12
<i>Appendix B: Professional Services Pricing</i>	13

INTRODUCTION

Welcome to ATIMS!

This Guide will provide you with the necessary information to best utilize our services and maximize the value of your Professional Service and Support and Maintenance Agreements. Our mission is to be your Trusted Business Partner for your Jail Management System.

- **PROFESSIONAL SERVICES and SUPPORT & MAINTENANCE DETAILS**

Our Professional Service and Support (PSS) Program is designed to meet your needs according to the time and budget that works best for you. Below, we have provided an overview of our PSS Program and the process for obtaining service:

- **INITIAL ENGAGEMENT**

Customers' designated contact will contact ATIMS to place a request for service or support.

- **DISCOVERY**

ATIMS Support Desk will gather all of the necessary information from the customer to assess the situation. The support technician will determine the appropriate course of action such as ask the customer to attempt various tasks or begin a remote session via an online connection. This Discovery Period will be completed in 30 minutes or less. If the Discovery period takes longer than 30 minutes and the issue is determined to be non-ATIMS related, ATIMS reserves the right to charge for this time. If a resolution has not been achieved at the end of the Discovery Period, then the support technician will open a ticket for further investigation of the issue.

If the issue is determined to be ATIMS-related and falls within the coverage of a current Software Support and Maintenance Agreement, then there will be no additional charges for the discovery period. Also, ATIMS will make every effort to resolve the issue as quickly as possible. Please note that additional remote sessions via an online connection may be required during this period. If the engagement falls within a Professional Services agreement, the customer will be given an estimated cost to complete the job and will be billed at the hourly rate listed in Appendix B. Customers will be updated on a regular basis on the status of an issue and will be provided resolution logs when a support ticket is successfully closed.

TECHNICAL RESOLUTION GUIDANCE CHART:

The technical resolution guidance chart below highlights the options provided within our Software Support & Maintenance agreement and the Professional Services agreement.

Description <i>*After Annual Allotment of Hours/Total is expended. See Table 1</i>	Software Support and Maintenance	Professional Services
Upgrades and Updates		
Supply new software version	●	
Install new software version	●	
System reinstall – application malfunction	●	
System reinstall – hardware / network problem		●
Support / Bugs / Errors		
Business hours Tier 1 support	●	
24/7 critical after-hour support	●	
Problem with application / malfunction	●	
Code testing and replication of errors	●	
Simulation of client environment	●	
Data discovery due to malfunction	●	
Problem with internal hardware / network		●
Environment		
DB optimization – indexing	●	
Creation of additional databases	●	
Replication of DB environment	●	
Installation of additional environments		●
Reinstallation – new server or configuration		●
Database maintenance – backups		●
Data mining / data discovery request		●
Customization / Enhancements		
Consultation for customization / enhancement beyond scope (up to one (1) hour)	●	
Software configuration utilizing DB settings	●	
Creation of additional custom forms		●*
Creation of additional custom reports		●*
Client initiated customization / enhancement		●
Interfaces		
Consultation for third party software interface (up to one (1) hour)	●	
Consultation for third party software interface (beyond one (1) hour)		●*
Development of third party interfaces		●*
Training		
User manuals	●	
User group online webinars	●	
Additional client requested training		●*
Training on new software functionality		●*

Section 1: Annual Software Support and Maintenance

Software Covered Under This Agreement

ATIMS shall provide software support only on the items set forth in **Addendum A** — "Software Support and Maintenance Pricing."

Definition: Software Support and Maintenance

Software Support and Maintenance is an agreement purchased along with the software package and renews on an annual basis. Software Support and Maintenance provides our customers with updates for fixes or patches available during the year. Software Support and Maintenance also provides our customers with all software upgrades for version releases, which provides an enhanced value for your software system. Software Support and Maintenance protects your investment and provides great value by allowing you to stay compatible with upgrades and updates completed on your local network, as well as provide new features and functionality designed to enrich and optimize the end user experience.



Software Support Services

Santa Barbara County's Support and Maintenance will commence at Go Live. Annual fees for Software Support and Maintenance will commence starting at month 1 post Go Live and will be according to the payment schedule in Appendix A. Additional services included in the annual fee are discussed below under **Annual Training and Report Development Services**.

The Software Support and Maintenance provides customers with fixes, upgrades and updates to licensed software released during the maintenance period. Additional fees may be charged for upgrades that exceed more than one major or minor version of the software annually. Forklift upgrades (major release to major release) will be subject to additional support fees if minor upgrades, updates and or fixes have not been implemented.

Annual Training, and Form, Report and Interface Development Services

In addition, training, and customized form, report and interface development has been included in the Annual Fee for Santa Barbara County. The value of a service category description can be used towards another category in that year's allotment, as long as the total cost does not exceed the allowable amount as shown (with the different hourly cost/value).

Training: Training can be performed online via a webinar or on-site; however all on-site training will be performed as a full 8-hour day and travel time will be billed separately without mark up (direct pass through of cost including per diem) and allocated against Santa Barbara County contingency funds.

Report Development: All custom report development will be designed on a not-to-exceed hourly rate by the in-house ATIMS Report Specialist/Designer per the specifications provided by the Santa Barbara County Point of Contact (POC).

Interface Development: All custom interface development will be provided on a not-to-exceed hourly rate by the in-house ATIMS interface Designer per the specifications provided by the Santa Barbara County POC.

The standard agreed-upon breakout includes:

Service Description	Total Annual Hours	Hourly Cost (0800-1700*)	Total Available Cost
On-Site/Webinar Training	24	\$156.25	\$ 3,750
Custom Reports	24	\$150.00	\$ 3,600
Custom Forms	24	\$150.00	\$ 3,600
Interface Development	16	\$175.00	\$ 2,800
		TOTAL	\$ 13,750

Section 2: Standard Operating Procedures

Determining Severity and Response Commitments: When reporting an Incident, the customer will make the initial determination of priority and include it in the request. ATIMS's initial response to an incident will be based on the customer's assessment of priority.

ATIMS will make reasonable efforts to respond to support requests within the timeframes outlined below, provide periodic status updates to the Customer, and resolve incidents to the satisfaction of the Customer. ATIMS's inability to meet the response times set forth below due to Customer's availability (i.e. phone busy, no answer, out of the office, etc.) does not constitute a failure to comply with these Support Policies.

After the initial response, any changes to the incident priority will be determined by ATIMS's staff.

Below are guidelines used to establish severity and ATIMS' response commitments:

Severity Level	Description
LEVEL ONE	An incident is classified as Severity 1 if the problem affects live operation and demands immediate attention. Normal service has been disrupted. Business risk is high. Customer receives a status report within the first hour. Incident should typically be <u>resolved within four [calendar day] hours</u> . For complex issues that require additional time to for a resolution, customer receives a status report every four business hours.

LEVEL TWO	An incident is classified as Severity 2 where the Incident affects production systems and demands immediate attention. Live operation is still possible at this time. Business risk is moderate to low. Customer receives a status report within four hours. Incident should typically be <u>resolved within two [calendar] days</u> . For issues requiring additional time, customer receives a status report every four business hours.
LEVEL THREE	A Severity 3 Incident is defined as an Incident that has low impact. Customer or IT service has not been affected. Business risk is low. Customer receives a status report within 1 working day. Incident should typically be <u>resolved within five [business] days</u> .
LEVEL FOUR	A Severity 4 Incident is one that has low to minimal impact. This involves system enhancements, upgrades and minor problems not impacting production. <u>Issues will be placed in a queue and will be resolved in order of importance.</u>

In the event that ATIMS receives a surplus of PSS requests simultaneously, customers will be prioritized by Severity Level and in the order the incidents are reported.

Appointment of Contact

In order to optimize the process of providing services and support to customers ATIMS requires all Clients to designate a primary contact and an alternate contact who will become the authorized contacts able to submit Support and Service requests to ATIMS. Contacts should be listed on the PSS Authorized User List attached to this document.

Support Methods

Remote Diagnostics – ATIMS utilizes **GoToMeeting** to enable remote diagnostic and support. ATIMS executes on-line diagnostics from ATIMS’s location to assist in the identification and isolation of suspected Software or Solution errors or malfunctions. In the event the customer requires the use of another remote diagnostic tool (e.g. LogMeIn, ShowMyPC, etc.) or service, the customer must provide access to the required tool at no cost to ATIMS. ATIMS will make every effort to comply with the security requirements of the customer. Any Security configuration(s) needed to achieve remote connectivity and/or access to customer’s computer network will be used only for the purposes of diagnosing the "error" or malfunction.

Email – Customer may request support services via email.

Telephone – Telephone support is provided during ATIMS’s normal business hours and is available to clients who have signed a Software Support and Maintenance or Professional Services agreement.

Section 3: Professional Services

Professional services include the provision of information and assistance on technical incidents related to the installation, administration and operation of ATIMS' software products and solutions, as well as assistance in determining why the product may not be performing in accordance with the documentation (hereinafter referred to as "Incident").

Definition: Professional Services and Support

ATIMS Professional Services and Support offers customers technical assistance in the support, configuration, maintenance and operation of their software system. PSS provides customers with the opportunity to acquire technical services from ATIMS such as performing upgrades, applying updates, troubleshooting, providing training and a myriad of other services. With PSS, ATIMS can provide full support or simply act as an additional layer of support behind your IT department. Either way, a Professional Service and Support Agreement will be a great asset for your organization.



ATIMS will provide telephone, email and on-site support to maintain the products and other solutions / customizations provided by ATIMS. Remote diagnostics will always be the first course of action to resolve an incident or technical assistance prior to an on-site visit being scheduled.

Customer will be billed in hourly increments for all Professional services or time will be charged against a block of PSS hours previously purchased. There will be a minimum two-hour charge for on-site support not including any travel time. All PSS hours will be tracked by the assigned technician and verified by the ATIMS Support Manager.

If a problem occurs which significantly impacts the customer's usage of the licensed product and the issue remains unidentified or unresolved either by workaround or permanent correction after the customer has followed ATIMS prescribed actions, ATIMS, at our discretion, will make available a support technician at the customer location during regular Business Days and Hours, 8:00AM – 5:00PM Pacific Standard Time, Monday through Friday, excluding ATIMS holidays. ATIMS's Holiday Schedule will be provided at the end of each year for the following calendar year. ATIMS additionally provides critical support twenty-four hours a day / seven (7) days a week. Critical support is defined as any issue that

- Causes the ATIMS system to stop running agency wide
- Prevents any essential or required data elements from entry

The support technician will arrive within a reasonable period of time keeping the Customer fully informed during this period. PSS for on-site visits that require air travel will be arranged on a case by case basis and the travel cost will be confirmed with the customer prior to booking.

ATIMS will provide or make available:

- 1) Assistance in diagnosis and identification of errors or malfunctions.
- 2) On-site consultation on correction of identified errors or malfunctions.
- 3) Detailed feedback on external factors that had a direct or indirect impact on the

licensed software resulting in performance deficiencies.

The customer will bear the full responsibility for backing up its databases and/or data files according to industry standard practices. The customer will not hold ATIMS, its agents, successors or assignees liable in any way for consequences resulting from lost data caused by the unavailability of appropriate back-up data.

The tasks provided under this program do not include duties normally associated with on-going LAN Administrator tasks. Additional tasks like recovery of databases and/or data files that were not properly backed up, and normal database administration tasks (reorganizing database, running backups, restoring databases, reviewing logs, updating statistics, capacity planning, etc.) are offered as part of the Professional Services agreement and Customer will be billed at the hourly rate listed in Appendix B.

Section 4: Additional Professional Services

The customer may request additional Professional Services from ATIMS and utilize block hours for any of the following services.

Software Consulting	Reinstallation of Software or Hardware
Installation and Training	Upgrade and Testing
Data Conversion	Data Migration
System Relocation	System Migration
Application Integration	Customization of Software
Workflow Development	Business Process Reengineering

Contact your Account Manager to request a Professional Services proposal for Scope of Work (SOW), time and cost estimates. ATIMS reserves the right to add to or delete any or all of the above professional services without further notice to customer. ATIMS reserves the right to provide fixed-bid quotations for services requested.

Travel Expense

On-site support performed by ATIMS employees for any customer may be impacted by travel and/or living expenses incurred by ATIMS. For client-initiated tasks, such actual expenses will be billed, as they are incurred, outside the scope of this Agreement. Automobile and air travel time will be deducted from the Professional Service Account hours at 50% of the actual travel time.

Documentation / Software Media Updates

Upon request of customer, ATIMS shall provide one electronic copy of the user manual and system document of the relevant product installed at the client site. All software will be deployed as a downloadable file. Customers requesting software on any type of tangible media will be subject to sales tax.

Terms and Conditions

Limitations of Liability

EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY; ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR PROGRAM OR SOLUTION PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS.

ATIMS EXTENDS NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, ON PARTS SUPPLIED OR SERVICES PERFORMED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY COMPONENT, MODULE OR EQUIPMENT FOR A PARTICULAR PURPOSE.

Definitions

1. "Software Support and Maintenance shall mean the level of confidence that software is free from vulnerabilities, either intentionally designed into the software or accidentally inserted at anytime during its lifecycle, and that the software functions in the intended manner."
2. "Annual Maintenance Fee" shall be as set forth in Appendix A
3. "Documentation" shall mean the manual(s) relating to the use of the SOLUTION delivered by ATIMS.
4. "Error" means an error/malfunction bug in the Solution which degrades the Solution or the customer's use of the Solution.
5. "Correction" means the use of reasonable commercial efforts.
6. "Licensor Product Errors" Shall mean the failure of Licensor Software to conform in a material respect to the Licensor Product Documentation.
7. "Solution" means the software and/or hardware provided by, or supported by ATIMS and specifically listed **on the PS&S Acceptance page**.
8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Solution.
 - a. "Customer" or "Licensee" means the entity or person identified as the Customer on the PS&S Acceptance page.
9. "Software" is a program or programs that enables a computer to perform a specific task, including application software, which enables a user to perform a task, and system software, which enables other software to run properly, by interfacing with hardware and with other software
10. (k) "Licensor" means the manufacturer of the Software.
 - i. "Incident" means Software or Solution is not performing in accordance with the documentation.
11. "Licensed Program" Software licenses covered under the terms & conditions of the licensor.
12. "Third Party Licensor" Software that is developed by a third party.

If the Licensee desires to cancel any portion of this Agreement upon the next Anniversary Date, a notification to ATIMS at the address stipulated in this agreement must be mailed to ATIMS 60 days prior to the Anniversary Date. If desired by the Licensee, ATIMS will meet with the Licensee at any time prior to this to discuss the renewal.

Use of Licensee Solution and Computer

When ATIMS performs services pursuant to this Agreement which require the use of the Licensee's computer system(s), the Licensee agrees to make it available at reasonable times and in reasonable time increments, and in no event will the Licensee charge ATIMS for such system use.

If the Licensee wants to add new software to the workstations or Servers, the Licensee should contact ATIMS to be advised if the new software will affect the performance of the system. Failure to do so could result in billable support to the Licensee if service is required.

Licensee agrees to furnish ATIMS access to the software modules when performing service, subject to Licensee's reasonable industrial security and safety rules. Licensee must provide the necessary data communications equipment and operating software at its location to support remote problem diagnosis and maintenance.

Licensee Responsibilities

Licensee agrees to furnish ATIMS reasonable access to the supported Equipment when performing service subject to Licensee's reasonable industrial security and safety rules. If applicable, Licensee shall provide the necessary data communications equipment and operating software at its location to support remote problem diagnosis and maintenance. Upon installation of any Software or Hardware upgrades, Licensee agrees to follow reasonable release installation instructions, review system operations after installation, and report any problem detected as soon as possible. Reasonable storage and/or workspace at the Licensee's site will be provided to ATIMS as required. Licensee acknowledges it has reviewed and accepts the software license agreement(s) (including those of Third Party Licensors) for all products listed in Appendix A which has been provided to Licensee in electronic form. Licensee agrees it shall be solely responsible for the compliant use of the products listed in Appendix A according to those software license(s) agreement(s) terms and conditions.

Severability and Waiver

If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions shall be deemed modified to the extent necessary in the court's opinion to render such terms or provisions enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

Either party's failure to exercise a right available to it by reason of the other party's breach shall be taken as an isolated instance and shall not be deemed to be a permanent waiver of such right.

Notice

All notices, requests and other communications permitted or required under this Agreement must be in writing, and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery upon such personal delivery; (ii) if by nationally recognized courier or mail service with real-time or near-real-time tracking, when the courier or mail service's tracking system indicates that the notice was delivered to the recipient's premises. All notices for both parties shall be sent to the addresses set forth in this Agreement.

Force Majeure

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, riots, insurrections, fires, floods, storms, explosions, earthquakes, acts of God, war, governmental action, or any other similar cause, which is beyond the reasonable control of such party. If any force majeure event occurs, the party delayed or unable to perform shall give immediate notice to the other party.

No Assignment

This Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign this Agreement, or any of its rights and obligations, without the written consent of the other party, which is not to be unreasonably withheld. Any internal corporate reorganization by Licensee that does not involve any entity other than Licensee which results in a change of name or form of legal organization of Licensee ("Reorganization") shall not be considered an assignment hereunder, and Licensee may engage in such Reorganization without the consent of ATIMS and without affecting its rights and obligations under this Agreement.

Licensee acknowledges and agrees that any reorganization of ATIMS that results in a change of name or ownership shall not be considered an assignment for purposes of this Agreement. In the event of the occurrence of such an event, the Licensee shall receive Services of a quality no less than Licensee received prior to the change of name or ownership.

Entire Agreement

This Agreement, and its appendices, set forth the entire understanding between the parties hereto and supersede all prior agreements, arrangements, and communications, whether oral or written, with respect to the subject matter hereof. No other agreements, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

This Agreement may not be modified or amended except by the mutual written agreement of the parties. However, Appendix A may be changed to reflect additional product coverage as the Licensee may add to the Solution or implemented additional Solutions. Appendix B may change annually as ATIMS Holidays and relevant dates may change every year.

Notifications and Renewal Contact Info

Anniversary Dates:	
Software Support and Maintenance Start Date:	
Professional Service and Support Start Date:	
Automatic Renewal:	Yes No
*ATIMS Professional Service Agreements will be adjusted to renew on the anniversary date of the Software Support and Maintenance renewal.	
Licensee Physical Address:	
Company Name	
Contact Name	
Address	
City, State, Zip	
Phone	
Email Address	
Licensee Billing Address:	
Company Name	
Contact Name	
Address	
City, State, Zip	
Phone	
Email Address	
Submitting Support Requests	
Phone	877-906-3774
Email:	Support@atims.com

Professional Services and Support Acceptance

I have read and understood the ATIMS Professional Services and Support Program. I understand that this Support program is comprised of Software Support and Maintenance and Professional Services and is administered by ATIMS for support of its software products and solutions.

By signing below, I approve participation in the program on behalf of my organization for service and support listed below in Appendix A (Software Support and Maintenance) and Appendix B (Professional Services). Our service level is defined below in Appendix A and Appendix B and I understand that additional services may be added at any time.

Customer Information:	
Contact person:	Company Name:
Telephone:	Address:
Email:	City, State, Zip:
Software Support and Maintenance Term: One year	Professional Services Term: One Year
ATIMS	Customer Signature
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Appendix A: Software Support and Maintenance Pricing

Refer to Contract and Pricing Schedule

Appendix B: Professional Services Pricing

Professional Service and Support Pricing Matrix

SL	Rates	Mon – Fri 8AM – 5 PM	Saturday and Mon – Fri 5PM – 8AM	Sunday and Holidays
1	IT Technician	\$ 150	\$ 225	\$ 300
2	Trainer	\$ 156.25	\$ 235	\$ 320
2	Software Engineer	\$ 175	\$ 262.50	\$ 350
3	Software Designer	\$ 200	\$ 300	\$ 400

Authorized Users for Professional Services and Support Requests

The Following list of Users are authorized to submit support requests on behalf of our organization. They are also the primary contacts for notifications on software updates, upgrades, etc.

1) NAME:	TITLE:
<hr/>	<hr/>
DEPT:	DATE:
<hr/>	<hr/>
SOFTWARE:	ADMIN: YES / NO
<hr/>	<hr/>
PHONE:	EMAIL:
<hr/>	<hr/>

2) NAME:	TITLE:
<hr/>	<hr/>
DEPT:	DATE:
<hr/>	<hr/>
SOFTWARE:	ADMIN: YES / NO
<hr/>	<hr/>
PHONE:	EMAIL:
<hr/>	<hr/>

3) NAME:	TITLE:
<hr/>	<hr/>
DEPT:	DATE:
<hr/>	<hr/>
SOFTWARE:	ADMIN: YES / NO
<hr/>	<hr/>
PHONE:	EMAIL:
<hr/>	<hr/>

