



Contract Number

25-02

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	GPMS International, Inc.
Contractor Representative	Jed Kalkstein
Telephone Number	888-293-4466
Contract Term	Period set forth in an applicable order
Original Contract Amount	Non-Financial Agreement
Amendment Amount	_____
Total Contract Amount	_____
Cost Center	_____
Grant Number (if applicable)	_____

Briefly describe the general nature of the contract:

Non-financial Master Service and Purchase Terms Agreement with GPMS International, Inc., including non-standard terms for the provision of Foresight MX Software subscription services for the period set forth in an applicable order and automatically renewing until terminated by either party.

FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold
Bonnie Uphold (Dec 5, 2024 11:56 PST)

Bonnie Uphold, Supervising Deputy County
Counsel

Date 12/05/2024

Reviewed for Contract Compliance



Date _____

Reviewed/Approved by Department

Kelly Welty
Kelly Welty (Dec 5, 2024 12:04 PST)

Kelly Welty, Chief Deputy Director of Sheriff's
Administration

Date 12/05/2024



MASTER SERVICE & PURCHASE TERMS

These Master Service and Purchase Terms (these "Terms") are incorporated into and made a part of the mutually agreed upon purchase order ("Order") by and between GPMS International, Inc. ("GPMS"), having a place of business at 93 Pilgrim Park Rd, Suite C, Waterbury, VT 05676 and the San Bernardino County identified on the Order ("County"). GPMS and County may also be referenced to as a "Party" or the "Parties".

PURPOSE:

County desires to purchase from GPMS, and GPMS desires to sell to County, certain hardware identified in an Order (the "Hardware") and / or software services identified in the Order and related data (the "Services") for installation and use only on the type of aircraft identified in the applicable Order (the "Aircraft") all in accordance with these Terms.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purchase Terms.** The County agrees that these Terms, including the general terms and conditions attached hereto as Schedule 1 together with each Order submitted by County and accepted by GPMS, will govern all purchases of Hardware and Services by County. In the event of any conflict or inconsistency between the Order and these Terms (including Schedule 1), the Order shall control provided that it specifically identifies the provisions of these Terms that it intended to modify. In the event of any conflict or inconsistency between these Terms and Schedule 1, Schedule 1 shall control. The Parties agree that each Order shall reference these Terms and, following acceptance, these Terms will be made a part of the applicable Order. Any alterations, variations, modifications, or waivers of the provisions of these Terms, shall be valid only when reduced to writing, executed and approved by the person(s) authorized to do so on behalf of GPMS and County.

2. **Hardware.** The Hardware covered by these Terms is the Certified Health & Uses Monitoring System known as the *GPMS Foresight MX System* and all Documentation associated therewith as the same may be modified from time to time by GPMS. As used herein, "Documentation" means the materials provided with the Hardware identifying functions, specifications and/or instructions for use and servicing of the Hardware whether provided on print or electronic media, as the same is amended from time to time.

Where applicable and only if agreed to on the applicable Order, the Hardware will be delivered with Federal Aviation Administration 8130-3 Airworthiness Certificates required by the FAA regulations for installation of the Hardware or foreign validation for the applicable territory.

3. **Services.** The Services provided hereunder shall be provided on a subscription basis and shall include the access to and hosting and maintenance of a certain user interface known as *GPMS Foresight MX* to access data gathered from use of the Hardware and/or developed through GPMS' analysis and processing of the data gathered from the Hardware or otherwise delivered as part of the Services (collectively, the "Data") as more particularly set forth as follows:

- (i) Hosting of a cloud-based or laptop-based user interface to access data gathered from use of the Hardware by County including:
 - a. Maintain an average Up-time of 95% (down for a maximum of 8 hours/week for scheduled and unscheduled maintenance)
 - b. Perform server maintenance (as needed)
 - c. Maintenance of database (Monthly/as needed)
 - d. Monitoring of server (Daily)
- (ii) Provide County access to Data via the cloud-based user interface
- (iii) Ongoing software maintenance for bug-fixing (as required/needed in GPMS's reasonable discretion)
 - e. Minor updates (bug fixes) – as required/needed in GPMS's reasonable discretion
 - f. Configuration updates
 - i. Threshold changes – no more than 4 times/year
 - ii. Other configuration changes – up to 2 times/year
- (iv) Assistance with troubleshooting
- (v) Up to 1GB of Data transmitted via cellular data per month
- (vi) Data retention will include at least 2 years or 500 flight hours, whichever is more

The Services are provided for the period of time identified on each applicable Order and are subject to the terms set forth herein.

4. Professional Services. Professional Services are not typically required. However, the Hardware installation on the aircraft is designed to conform with the original equipment manufacturer's standard configuration. Any required design or installation changes due to aftermarket or other modifications to the aircraft, will be billed on a time and materials basis at then current rates. Reasonable travel will be billed only as incurred.

5. Term. The period of time for which Services are provided will be set forth in the applicable Order pursuant to which County purchases such Services (the "Initial Term"), unless earlier terminated in accordance with these Terms, beginning on the effective date of the applicable Order (or other date set forth therein, e.g. upon completion of the installation, if so designated). Following the Initial Term, unless earlier terminated, the Services shall automatically renew as defined in the applicable Order (the Initial Term together with any renewal periods hereinafter referred to as the "Software Services Term"). Either Party may terminate these Terms in the event that the other Party commits a material breach of these Terms and fails to remedy such breach (if capable of remedy) within a period of (i) five (5) days for breach of payment obligations; and (ii) thirty (30) days for any other breach, from receipt of a notice in writing from the non-breaching Party requesting such remedy.

6. Transfer of Hardware. County may transfer ownership of the Hardware in connection with the transfer of ownership of the Aircraft that such Hardware has been installed on. In the event of such a transfer, in order for purchaser to use the Services and receive applicable warranties, purchaser must enter into its own agreement with GPMS. County agrees that transfer of any Hardware to a new purchaser shall operate to permit GPMS to cease access by County to the Data associated with use of such Hardware and, further, to permit GPMS to provide access to all Data associated with the use of the transferred Hardware, including without limitation historical Data, to the new purchaser.

7. Assignment. Without the prior written consent of the County, This Agreement are not assignable by GPMS, either in whole or in part.

8. GPMS has disclosed to the County using Attachment B - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer, including Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney, within the earlier of: (1) the date of the submission of GPMS' proposal to the County, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors. GPMS acknowledges that under Government Code section 84308, GPMS is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer, including County Sheriff, for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, GPMS will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of GPMS or by a parent, subsidiary or otherwise related business entity of GPMS.

9. Entire Agreement. The Order, together with these Terms, including all schedules attached hereto and any documents specifically incorporated by reference, constitutes the entire understanding between the parties respecting the sale to and the purchase and distribution by the County of the Hardware and Services. Any representation, promise or condition not incorporated herein shall not be binding upon either party. The Order that incorporates these Terms may be executed in counterparts and/or via electronic means and each such counterpart and each electronic signature shall be considered an original.

10. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[Signature page follows below]

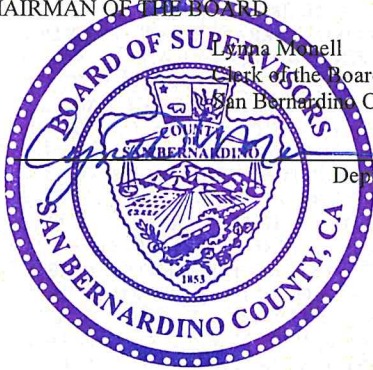
IN WITNESS WHEREOF, San Bernardino County and GPMS International, Inc. have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn M. Rowe*
Dawn M. Rowe, Chair, Board of Supervisors

Dated: JAN 14 2025
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By *Lynna Mcnell*
Lynna Mcnell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



GPMS INTERNATIONAL, INC.

By *Jed Kalkstein*
Jed Kalkstein (Dec 2, 2024 13:54 EST)
(Authorized signature - sign in blue ink)

Name Jed Kalkstein
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: _____

Address 93 Pilgrim Park Rd, Ste C
Waterbury, VT 05676

**GPMS TERMS AND CONDITIONS****1. TERMINOLOGY**

Orders are accepted and the Hardware and Services are delivered by GPMS only upon and subject to these terms and conditions. Neither Party may introduce any additional terms or attempt to vary or otherwise modify these terms and conditions without the mutual agreement of both Parties in writing. All capitalized terms not defined in these terms shall have the meanings given to such terms in the Service & Purchase Terms to which these terms are attached.

2. PLACEMENT AND ACCEPTANCE OF ORDERS

All orders shall be placed by executing an Order and detailing the desired quantity of Hardware, proposed shipping address and date, tail number of the Aircraft (one per Hardware), and price of the Order reflecting the agreed pricing and including the per tail number Software Service price for Services and the Term of Services. GPMS shall have no obligation to perform under a submitted order form unless and until its terms are accepted by GPMS in writing.

3. PRICE

The price payable by the County for each delivery shall be the price agreed upon in the applicable Order. GPMS reserves the right to vary its price upon written notice to County at any time and from time to time. Service fees may be adjusted annually to a maximum of 5%. The price is exclusive of all taxes (other than taxes on GPMS's income) including without limitation value added, excise taxes or import or export duties and any other taxes relating to the sale, use or the delivery of the Hardware and any related Services (collectively, the "Taxes"). County shall be solely responsible for payment of the Taxes. In the event County believes that it is exempt from obligations to pay such Taxes, County shall demonstrate such exemption to GPMS's reasonable satisfaction. Shipping and freight costs are not included in the price and may be invoiced separately by GPMS to County.

4. DELIVERY

GPMS shall use commercially reasonable efforts to provide delivery on the date requested by the County in the Order but such date is not guaranteed. GPMS shall in no case be liable for damages nor shall the County have any right to rescind the Order for any delay in delivery. If the County shall refuse delivery of any Hardware made during normal shipment acceptance hours the County shall pay all of GPMS's cost associated with such failure to accept the shipment. Any Hardware purchased under these terms will be shipped from either GPMS's or its third-party contractor's facility to the accepted County shipping address from the applicable Order.

5. RISK/RETENTION OF TITLE

The risk in respect of all the Hardware supplied under these terms and conditions shall pass to the County upon the delivery of the Hardware to County. Notwithstanding such risk allocation and any delivery, title to the Hardware shall not pass to the County until the purchase price of the Hardware comprised in this or any other terms and conditions made between GPMS and the County shall have been paid or satisfied in full.

6. TERMS OF PAYMENT

Invoices shall be paid within sixty (60) days of the date of invoice. County will reconcile and make Software Services payments on all Services once per calendar year in advance, or other interval in GPMS's sole discretion. Each County remittance shall include the number of the invoice(s) to which such remittance relates.

7. WARRANTY

(A) Subject to the disclaimers and limitations set forth herein and in the terms and conditions on Schedule 1, GPMS warrants the Hardware will be free from defects in material and workmanship and that the Hardware and Services will conform to applicable GPMS Documentation; provided, however that the foregoing warranty shall be provided only to County and only for the period of time that County maintains a contractual commitment to GPMS for receipt of the Services and the associated payment of the Service fee identified in the Order. In the event of a breach of warranty, County's sole remedy shall be, at GPMS's option, either repair or replacement of the Hardware (or component thereof). Defective Hardware will be returned by County to GPMS at County's expense. County will provide all cooperation that GPMS reasonably requests to assist GPMS with identification of the cause of any failures. This warranty shall terminate upon the expiration, termination, or County's breach of a contractual commitment for receipt of the Services and the associated payment of a Service fee in accordance with the applicable Order.

(B) Notwithstanding anything to the contrary contained herein, GPMS shall not be responsible for any Hardware or Services where there has been (i) improper installation or testing, (ii) failure to provide a suitable operating environment; (iii) use of the Hardware for purposes other than that for

which it was designed; (iv) failure to monitor or operate the Hardware in accordance with GPMS's instructions, specifications and good industry practice; (v) unauthorized attachment or removal or alteration of any part of the Hardware; (vi) unusual mechanical, physical or electrical stresses; (vii) modifications or repairs done by entities other than GPMS; (viii) mishandling during shipment of the Hardware; (ix) failure to notify GPMS of the alleged breach of warranty within thirty (30) days of County's discovery of a defect in material or workmanship; and/or (x) any other abuse, misuse, neglect, or accident not attributable to GPMS.

(C) THE WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE HARDWARE AND SERVICES AND IS GIVEN IN PLACE OF (I) ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, (II) ANY WARRANTY, EXPRESS OR IMPLIED, OF SOFTWARE OR RELATED SERVICES, AND (III) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT, INCLUDING HARDWARE LIABILITIES BASED ON STRICT LIABILITY, NEGLIGENCE OR IMPLIED WARRANTY IN LAW. WITHOUT LIMITING THE FOREGOING, WE PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE HARDWARE OR SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER APPLICATIONS, SOFTWARE, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, BE ERROR FREE, ARE SECURE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

(D) By using the Hardware and Services, County acknowledges and agrees that the Hardware and Services (i) are merely support tools, (ii) that not all faults or failures will be identified by the Hardware and Services, and (iii) that any maintenance recommendations made by GPMS personnel, Hardware or Services are merely suggestions. County acknowledges and agrees that it must exercise its own best judgment regarding, and will have sole liability for, whether and how to implement any suggested maintenance recommendations. The Hardware and Services are not a substitute for (a) normal maintenance practices or (b) regulatory agency or aircraft manufacturer required or recommended maintenance intervals. GPMS makes no warranty regarding the impact of use of the Hardware or Services on the use, operation, or performance of the Aircraft and County acknowledges and agrees that GPMS shall have no liability associated with performance or failure to perform of the Aircraft.

8. LIMITATION OF LIABILITY

COUNTY RECOGNIZES THAT THE PRICE PAID FOR THE HARDWARE AND SERVICES COVERED HEREIN MAY BE SUBSTANTIALLY DISPROPORTIONATE TO THE VALUE OF THE ASSETS, HARDWARE OR SERVICES PROVIDED BY COUNTY. FOR THE EXPRESS PURPOSE OF LIMITING THE LIABILITY OF GPMS TO AN EXTENT WHICH IS REASONABLY PROPORTIONATE TO THE COMMERCIAL VALUE OF THIS TRANSACTION, COUNTY AGREES TO THE FOLLOWING LIMITATIONS ON GPMS'S LIABILITY:

(A) IN NO EVENT SHALL GPMS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES. GPMS SHALL NOT BE LIABLE FOR ANY CLAIM OR LOSS ASSOCIATED WITH ANY CONSEQUENTIAL OR INCIDENTAL INJURY REGARDLESS OF ITS BASIS OR FOR ANY OTHER DAMAGES, REGARDLESS OF THEIR BASIS, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE ON THE PART OF GPMS, ITS EMPLOYEES OR ITS AGENTS) ARISING OUT OF OR IN CONNECTION WITH ANY DEFECT OF THE HARDWARE, SERVICES, OR ANY ACT, OMISSION, NEGLIGENCE OR DEFAULT OF GPMS, ITS EMPLOYEES, OR AGENTS.

(B) IN NO EVENT WILL GPMS BE LIABLE FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SERVICES, LOST REVENUES OR PROFITS, DELAYS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, INCOMPATIBILITY OR PROVISION OF

INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SECURITY, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT GPMS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(C) IN NO EVENT SHALL GPMS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TEN PERCENT (10%) OF THE ANNUAL REVENUE'S RECEIVED BY GPMS BY COUNTY FOR THE HARDWARE OR SOFTWARE SERVICES PURCHASED UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION SHALL NOT APPLY IN THE CASE OF GPMS'S INDEMNIFICATION OBLIGATIONS, FRAUD, GROSS NEGLIGENCE WILLFUL MISCONDUCT, OR VIOLATION OF LAW.

(D) COUNTY ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS SET FORTH IN THIS AGREEMENT FORM A FUNDAMENTAL PART OF THIS AGREEMENT AND THESE LIMITATIONS SHALL APPLY EVEN IF COUNTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

9. INDEMNITY AND INSURANCE

(A) GPMS will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any GPMS Hardware or Software Services; provided, however that GPMS shall have no obligations hereunder arising from any infringement caused by (i) use of the GPMS Hardware or Software Services by County outside of the scope of this Agreement or (ii) any modification of the GPMS Hardware or Software Services by or on behalf of County. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will notify GPMS promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve GPMS of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give GPMS sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that GPMS may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that GPMS fails to or elects not to defend County against any claim for which County is entitled to indemnity by GPMS, then GPMS shall reimburse County for all reasonable attorneys' fees and expenses associated with County's defense of itself within sixty (60) days from date of invoice or debit memo from County. In the event that GPMS fails to make timely payment for such invoice amount, and has not disputed (in good faith) such amount, then County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to GPMS.

(B) If, in GPMS's opinion, any GPMS Hardware or Software Services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, GPMS may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of GPMS, County shall cease use of the goods or services upon written notice from GPMS, and GPMS shall provide County with a pro-rata refund of the unearned fees paid by County to GPMS for such goods or services.

(C) The rights and remedies set forth in Section 9 (A) and (B) shall be County's sole and exclusive remedies for any infringement by the GPMS Hardware or Software Services of any intellectual property rights.

(D) GPMS shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Attachment A, as attached hereto and incorporated herein.

10. FORCE MAJEURE

Neither party shall be liable to any person for failure to perform any of its obligations under these Terms when the failure is caused in whole or in part by the occurrence of any contingency beyond the reasonable control of such party, including but not limited to war or hostility; sabotage, insurrection,

riot or other act of civil disobedience, crime, tort or other unlawful act; act of a public enemy; failure or delay in transportation; act of any government or agency, subdivision or branch thereof; accident, fire, explosion, flood, storm, pandemic or act of God.

11. INSTALLATION OF THE HARDWARE

In connection with the purchase of the Hardware, County acknowledges and agrees that it will be required to install the Hardware on the applicable Aircraft(s). County acknowledges and agrees that (i) it will provide competent personnel to complete such installation; (ii) will follow all installation instructions provided with the Hardware; and (iii) sale of the Hardware and Services hereunder does not constitute a commitment by GPMS to install the Hardware.

12. TERMINATION

(A) County may terminate the Software Services Term in whole or in part upon at least 30 days' written notice to GPMS at any time.

(B) Either Party may terminate the Software Services Term in the event that the other Party commits a material breach of these Terms and fails to remedy such breach (if capable of remedy) within a period of (i) five (5) days for breach of payment obligations; and (ii) thirty (30) days for any other breach, from receipt of a notice in writing from the non-breaching Party requesting such remedy.

(C) GPMS may suspend County's access to the Services without notice if County violates any material provision of these Terms, including but not limited to failure to make timely payment.

(D) Upon termination of the Software Services Term, GPMS shall be entitled, without prejudice to its other rights hereunder, to terminate further deliveries of Hardware. Upon termination of the Software Services Term for any reason, the licenses granted hereunder shall immediately terminate, and County shall cease using the Services. Upon termination for any reason, County shall promptly pay to GPMS all unpaid fees, expenses or other amounts owed hereunder. In the event of terminations in whole or in part by County in accordance with Sections 12(A) or by GPMS in accordance with Section 12(B), the balance of all effected Service fees for the period of time constituting the remainder of the then-current initial or renewal term as if the Software Services Term had not been terminated.

13. LICENSE GRANT AND SCOPE

Subject to and conditioned upon County's strict compliance with all terms and conditions set forth in the Terms, and solely for as long as County purchases the Services, GPMS hereby grants County a non-exclusive, non-transferable, non-sublicensable, limited license to, during the Software Services Term identified in the applicable Order, access and use the Services and any Documentation, solely in connection with County's internal business purposes to monitor the status and use of the Hardware. Full use of the Services is dependent upon County's use of adequate and compatible internet access, software and hardware. County is responsible for securing such access, software and equipment, and County's failure to do so could affect County's access to, and the functioning of, the Services. Without limiting the foregoing, County acknowledges that the Hardware and Services rely on access to third party cellular service providers for data transmission to offload Data at the end of an operation. Thus, the Services may be affected by the performance of these third parties and their systems.

14. USE RESTRICTIONS

County shall not, and shall not allow, encourage, enable or solicit any individual to, directly or indirectly: (a) use (including make any copies of) the Services or Documentation beyond the scope of the license granted under Section 14; (b) use any information or data obtained through the Services for unlawful or infringing purposes; (c) provide any third party who is not an Authorized User (as defined below) with access to or use of the Services, Documentation, or Data; (d) copy, modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Services or Documentation or any part thereof; (e) combine the Services or Documentation or any part thereof with, or incorporate the Services or Documentation or any part thereof in, any other programs or services; (f) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Services or any part thereof; (g) remove, delete, alter or obscure any trademark, copyright, patent or other intellectual property or proprietary rights notices provided on or with the Services or Documentation, including any copy thereof; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Services or Documentation, or any features or functionality of the Services, to any Third Party for any reason; (i) use the Services or Documentation in violation of any law, regulation or rule; (j) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection or security features in the Services or Documentation; or (j) use the Services or Documentation for purposes of competitive analysis of a competing Hardware or service or any other purpose that is to GPMS's commercial disadvantage.

15. RESPONSIBILITY FOR USE OF SERVICES

County shall safeguard the confidentiality of its password and login

information and County is responsible and liable for all activity and uses of the Services and Documentation through its passwords and/or in conjunction with the Hardware owned by County and GPMS is not responsible for any damage or injury caused by County's failure to monitor which employees, contractors or other individuals County permits to access and use the Services, or their acts or omissions in using the Services, or County's failure to keep its information confidential. Any act or omission of County's employees, contractors or other individuals that County permits to access the Services (collectively "Authorized Users") that would constitute a breach of these Terms if taken by County will be deemed a breach of these Terms by County. County shall make all Authorized Users aware of these Terms as applicable to such Authorized Users' use of the Services and cause Authorized Users to comply with such provisions. Without limiting any other provision of these Terms, County agrees not to use the Services or Documentation to upload, post, email or otherwise transmit any materials that are objectionable or in violation of any applicable laws or regulations. County's right to use and/or access the Services and Documentation is conditioned upon County's compliance with the standards and conduct guidelines set forth above.

County acknowledges and agrees that GPMS has no liability or responsibility to County or to any other party for any damages, costs, or expenses arising out of or relating to County's (i) failure to install the Hardware in accordance with STC instructions provided at delivery in connection with the 8130-3 Airworthiness Certificates for the Hardware; or (ii) failure to use or operate the Hardware and Software Services in accordance with the Documentation and other instructions provided, from time to time, by GPMS.

16. MONITORING, AUDIT AND EXPECTATIONS OF PRIVACY

The Services and associated Hardware are subject to monitoring by GPMS at all times to ensure proper functioning, to prevent unauthorized use and violations of laws and regulations, to deter criminal activity, and for other business purposes. As a user of the Services, County hereby acknowledges and agrees that any information placed in or collected by the Hardware or Services is subject to monitoring and is not subject to any expectation of privacy from GPMS beyond the obligations of applicable law and GPMS's applicable policies.

17. COLLECTION AND USE OF DATA

County acknowledges that when it uses the Services, GPMS may use automatic means (including, for example, cookies and web beacons) to collect information about County and about County's and its Authorized Users use of the Services and related Hardware. By using the Hardware and Services and providing information to or through the Services, County consents to all actions taken by GPMS with respect to County's information in compliance with GPMS's applicable policies and applicable law. County acknowledges and agrees that GPMS shall have the right to share Data with GPMS's third party partners unless County informs GPMS in writing that it elects to opt out of such share. County further acknowledges and agrees that GPMS shall have the right to use any and all Data to support the performance of its obligations under these Terms, to improve its Hardware and Services, to provide the Services to any entity or person who acquires a Hardware from County, and for any other business purpose for which aggregated and/or de-identified Data could be used. For the avoidance of doubt, Data is owned by the person or entity who holds a license from GPMS for the Services associated with the Hardware from which such Data was derived and use of such Data by GPMS shall be limited to the uses permitted under these Terms.

18. UPDATES

GPMS may from time to time in its sole discretion develop and provide updates to the Documentation or Services, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality of the Services. County agrees that GPMS has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Services. From time to time the Services will be inaccessible due to Updates or other causes such as maintenance. GPMS will endeavor to notify County of such in-availability in advance, however, there may be situations when this is not possible.

19. INTELLECTUAL PROPERTY

County acknowledges that any drawings, sketches, quotations and other documents supplied by GPMS with the Hardware and the actual design and construction of the Hardware together with the code and format of the Services constitutes valuable intellectual property of GPMS and, as such, County agrees not to (a) challenge, damage or otherwise threaten such rights; (b) use or disclose, directly or indirectly, such materials, design and construction to any third parties without the prior written consent of GPMS; or (c) copy or otherwise manufacture the Hardware, Services, Documentation, or any other materials distributed with or otherwise relating to the Hardware or Services. County does not acquire any ownership

interest in the Services or Documentation under these Terms, or any other rights thereto other than to use the Services and Documentation in accordance with the license granted, and subject to all terms, conditions and restrictions, under these Terms. GPMS reserves and shall retain entire right, title and interest in and to the Hardware, Services and Documentation and all intellectual property rights arising out of or relating thereto. County shall promptly notify GPMS if County becomes aware of any infringement of GPMS's intellectual property rights in the Hardware, Services or Documentation, and County agrees to fully cooperate with GPMS, at GPMS's sole expense, in any legal action taken by GPMS against a third party to enforce GPMS's intellectual property rights.

20. CONFIDENTIALITY

"Confidential Information" means all nonpublic information, whether disclosed by a party or its Affiliates or their respective employees or contractors, that is designated in writing as confidential and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005). Confidential Information may include: specifications, patterns, designs, plans, drawings, documents, data, or similar information disclosed by one Party to the other. Except as otherwise permitted in these Terms, all confidential information shall be owned by the disclosing Party and shall be maintained in strict confidence by the receiving Party and used solely for the purpose of performing under these Terms and may not be disclosed or copied unless authorized by the disclosing Party in writing.

21. UNITED STATES GOVERNMENT EXPORT REGULATIONS

County and GPMS agree to comply with all applicable governmental regulations which control the export or re-export of commercial, military and/or dual-use Hardware and technology which are obtained from GPMS under these Terms. Without limiting the foregoing, County and GPMS agree to comply with all laws and regulations, including but not limited to the U.S. Export Administration Act (50 USC 2401, et seq.), the U.S. Arms Export Control Act of 1976 (22 USC 2751-2779), and the Canadian Export and Import Permits Act (RS Chap. E-19), which control the import, export, re-export, and transfer to any third country or party (including nationals and dual nationals from proscribed or restricted countries), of certain categories of goods and technical data.

22. CHOICE OF LAW

These Terms and any associated Orders have been made in and shall be construed and interpreted according to the laws of the United States of America and specifically, the laws of the State of California (without regard to the conflict of laws provisions of such state). The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or any associated Orders.

23. RESERVED

24. MISCELLANEOUS

All notices shall be deemed given on the date received if sent by registered or certified mail, postage prepaid, return receipt requested, or by reputable hand delivery or overnight courier, or by facsimile to be confirmed by registered or certified mail, to the address provided on the Order. GPMS reserves the right to sub-contract the fulfillment of any order or part thereof. Either Party may change its address by giving written notice to the other. The rights and privileges of County under these Terms are personal to County and shall not be assigned or transferred by County without the prior written approval of GPMS.

ATTACHMENT A
INSURANCE REQUIREMENTS

GPMS agrees to provide insurance set forth in accordance with the requirements herein. If GPMS uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, GPMS agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting the indemnity herein provided and in addition thereto, GPMS shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:
 - a. Commercial/General Liability Insurance – GPMS shall carry General Liability Insurance covering all operations performed by or on behalf of GPMS providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
 - b. Professional Liability –Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Agreement completion.
 - c. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties.
2. **Waiver of Subrogation Rights.** GPMS shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit GPMS and GPMS’ employees or agents from waiving the right of subrogation prior to a loss or claim. GPMS hereby waives all rights of subrogation against the Customer.
 3. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.
 4. **Severability of Interests.** GPMS agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between GPMS and the Customer or between the Customer and any other insured or additional insured under the policy.
 5. **Proof of Coverage.** GPMS shall furnish Certificates of Insurance to the Customer Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed. GPMS shall maintain such insurance from the time GPMS commences performance of services hereunder until the completion of such services.
 6. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
 7. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Customer has the right but not the obligation or duty to cancel the Agreement.
 8. **Insurance Review.** Insurance requirements are subject to periodic review by the Customer. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Customer.



ATTACHMENT B
Campaign Contribution Disclosure
(Senate Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: GPMS International, Inc.

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No ☒

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): Eric Bechhoefer, John Taylor, Jed Kalkstein, Aerospace Fund SCA SICAV-RAIF, Hearst Strategies, Inc., Diamond Stream Partners Fund II, LLC

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Not Applicable	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Not Applicable		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):
Not Applicable		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
Not Applicable	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____ Name of

Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Jed Kalkstein
Jed Kalkstein (Dec 2, 2024 13:54 EST)

Signature

Jed Kalkstein

Print Name

12/02/2024

Date

GPMS International, Inc.

Print Entity Name, if applicable