

9531 Milliken Avenue  
Rancho Cucamonga, CA 91730  
(909)390-8397 (909)390-8397

AR# : \_\_\_\_\_

State Contractors License #413747  
Page 1 of 2

## SUBSCRIBER SERVICES AGREEMENT

THIS AGREEMENT is made this day June 1, 2023 between TRL SYSTEMS, INC., a California Corporation, (hereinafter referred to as "TRL") And Perris Union High School District, (hereinafter referred to as "Subscriber") relating to Subscriber's facility known as PUHSD, located at 155 E. 4th Street, Perris, CA 92570

**(1) SERVICE(S).** TRL agrees to provide services, without liability and not as an insurer, at the location listed below:

|  |                       |                             |
|--|-----------------------|-----------------------------|
| ADDRESS: DAC 155 E 4th St, Perris, CA 92570                              | PHONE: (951) 943-6369 | Servers: 1                  |
| ADDRESS: Heritage High School 26001 Briggs Rd, Romoland, CA 92585        | PHONE: (951) 940-5447 | Servers: 2                  |
| ADDRESS: Perris High School 175 E. Nuevo Rd., Perris, CA 92571           | PHONE: (951) 657-2171 | Servers: 3                  |
| ADDRESS: Paloma Valley High School 31375 Bradley Rd, Menifee, CA 92584   | PHONE: (951) 672-6030 | Servers: 2                  |
| ADDRESS: Perris Lake High School 418 Ellis Ave, Perris, CA 9257          | PHONE: (951) 943-6369 | Servers: 1                  |
| ADDRESS: Pinacate Middle School 1990 S. A Street, Perris, CA 92570       | PHONE: (951) 943-6441 | Servers: 2                  |
| ADDRESS: Academy School - CDS / PALS 515 E. 7th Street, Perris, CA 92570 | PHONE: (951) 943-8666 | Servers: 1                  |
| ADDRESS: Student Services Center 1151 North A Street, Perris, CA 92570   | PHONE: (951) 943-6369 | Servers: 1                  |
| ADDRESS: CMI/MOT 300 W Metz Rd, Perris, CA 92570                         | PHONE: (951) 943-6369 | Servers: 2                  |
| ADDRESS: Liberty High School 32255 Leon Road, Menifee, CA 92596          | PHONE: (951) 943-6369 | Servers: 4                  |
|  |                       | Total Number of Servers: 19 |

**DESCRIPTION OF SERVICES:** TRL agrees to provide Subscription based Services listed and detailed on **Exhibit 'A'**, attached and referenced. as PROPOSAL #: RL- 39649 and is included and bound by the terms of this agreement.

**INCLUDES:** (select all that apply)

|                                  |  |                                    |                                   |
|----------------------------------|--|------------------------------------|-----------------------------------|
| <input type="checkbox"/> FEENICS | <input checked="" type="checkbox"/> ALERTPRO | <input type="checkbox"/> ANYVISION | <input type="checkbox"/> OPENPATH |
|----------------------------------|--|------------------------------------|-----------------------------------|

- (2) AGREEMENT TERM AND PAYMENT.** In consideration of TRL providing the Subscription based Services above described, Subscriber shall pay TRL, in advance, a Monthly service charge of \$950.00, billed quarterly for \$2,850.00 on the first day of each quarter during the term of the Agreement, for a total service charge of \$11,400.00 over the Initial Term (as hereinafter defined). Upon the expiration of the Initial Term, said rate is subject to change or adjustment upon (30) days written notice from TRL. The Initial Term of this Agreement shall be twelve (12) Months, commencing, June 1, 2023 on a month to month basis, until either party provides a written "Notice of Cancellation" with (30) days prior notice, to the other party. In the event of such termination, TRL shall have the right to retain all prepaid amounts paid by Subscriber for services performed under this Agreement.
- (3) DEFAULT & RECONNECT CHARGES.** If Subscriber fails to fully perform its payment obligations within ten (10) days after payment due date or fails to perform any other provisions of this Agreement within ten (10) days after TRL shall have requested Subscriber's performance thereof in writing, TRL shall have the right but not the obligation to exercise any of the following remedies: [i] recover the existing sums due from Subscriber and continue to provide managed services, in which event TRL shall be entitled to recover, in addition, the periodic amounts due under this Agreement as the same accrue; or, [ii] discontinue managed services upon five (5) days written notice to Subscriber. Said remedies are cumulative and are in addition to all other legal and equitable rights and remedies available to TRL. If managed services are discontinued as a result of any payment or other default by Subscriber and Subscriber desires to have said managed service resumed, Subscriber agrees to pay in advance to TRL a reconnect charge in a reasonable sum to be determined by TRL.
- (4) LIMITED WARRANTY.** TRL warrants that the Software, that is the subject of the Subscription based Services, will function in accordance to the specifications for a period of one (1) year from the date of download of the Software from the internet by Subscriber. Except for the foregoing, Subscriber expressly agrees that, as between TRL and Subscriber, the use of the Software is at Subscriber's sole risk and that the Software is provided by TRL on an "as is, as available" basis. THE WARRANTIES DESCRIBED HEREIN AND/OR ACCOMPANYING PRODUCTS ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS AND, SAVE AS OTHERWISE PROVIDED HEREIN, TRL MAKES AND THERE ARE NO OTHER WARRANTIES OR CONDITIONS OR REPRESENTATIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, AND TRL EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. TRL DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS WILL MEET ANY OR ALL OF ANY ORGANIZATION'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED.
- (5) NO LIABILITY FOR CONSEQUENTIAL OF INCIDENTAL DAMAGES AND LIMITATIONS OF LIABILITY.** Subscriber acknowledges and agrees that any material or data downloaded or otherwise obtained through the Software is received at Subscriber's own discretion and risk and that the Subscriber will be solely responsible for any damage to Subscriber's computer systems or loss of data or income that results from the download of such material or data. IN NO EVENT SHALL TRL, ITS SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OTHER PECUNIARY LOSS OR ATTORNEY FEES) ARISING OUT OF THE USE OF OR THE INABILITY

TO USE THIS SOFTWARE, EVEN IF TRL OR ITS SUPPLIERS OR DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TRL'S LIABILITY AS TO ANY AND ALL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF SOFTWARE EXCEED THE AMOUNT PAID BY YOU FOR THE RIGHT TO USE THIS SOFTWARE.

(6) **PASSWORDS AND SECURITY.** Upon acceptance of this Agreement by Subscriber, TRL will issue to the Subscriber a password for each user authorized to use Subscriber's account for whom Subscriber has paid the applicable fee. Subscriber is responsible for maintaining the confidentiality of all passwords and for ensuring that only the authorized user utilizes each password. The Subscriber is entirely responsible for any and all activities that occur under Subscriber's account. The Subscriber shall immediately notify TRL of any unauthorized use of Subscriber's account or any other breach of security known to Subscriber.

The Software is subjected to the industry's most rigorous independent testing using the Veracode application security platform (<https://www.veracode.com>) for vulnerability testing. This service does everything possible to remediate vulnerabilities from the Software, and thereby comply with industry standards like the OWASP Top 10 or the CWE/SANS Top 25 Most Dangerous Software Errors. This process mitigates the risk of vulnerabilities, based on current best practice, but in no way warrants the product from newfound vulnerabilities caused by factors outside of TRL's reasonable control. The Software will be maintained with a reputable third-party Internet service provider ("ISP") and hosting facility, where they are subject to commercially reasonable security precautions to prevent unauthorized access to the Software. Subscriber acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Software and data. Accordingly, TRL cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over the Internet.

(7) **GENERAL PROVISIONS.** In the event of any legal proceeding or action to collect any payment obligation due and owing by Subscriber to TRL, Subscriber shall pay to TRL all reasonable attorney's fees and costs incurred in connection therewith. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be enforced, governed and construed under the laws of the State of California, under the jurisdiction of the Superior Court of Los Angeles County, California. The parties hereby consent to jurisdiction and venue in the courts of said county. This Agreement and writing will constitute the entire agreement between the parties hereto. The parties hereto warrant and represent that no promise, inducement, or representation, opinion or agreement not within this document, expressly set forth has been made to, received by, entered, or relied upon by either party (or their respective agents or representatives). This Agreement supersedes in its entirety any and all prior oral and/or written offers, counteroffers, negotiations and/or agreements relating to the subject matter hereof. No modification of this Agreement shall be made or entered into except by means of a writing signed by the parties to the bound. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to this Agreement to, any person or entity other than the parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. Subscriber agrees to cooperate with TRL and shall execute such instruments and documents and diligently undertake such actions as may be required in order to allow TRL to perform the services herein contemplated and shall use all best efforts to accomplish the services in accordance with the provisions hereof. Subscriber grants TRL and its employees, agents and contractors, the right to enter Subscriber's property for the purpose of performing the services contemplated in this Agreement, upon reasonable notice to Subscriber. Subscriber agrees to pay all fees and costs, if any, for any permits or other governmental approvals required in connection with the services contemplated in this Agreement, upon reasonable notice to Subscriber. Neither party shall be liable for any delay or failure in its performance of the services contemplated in this Agreement caused by events beyond its reasonable control, including, without limitation, terrorism, war, riots, labor strikes, interruption of utility services, fires, floods, earthquakes, and other acts of God.

(8) **EXPORT CONTROLS.** This Software is subject to the export control laws of Canada, the United States and applicable export and import control laws of other countries. Subscriber agrees to comply with and use the Software in a manner consistent with such applicable laws. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with this Agreement.

**PERRIS UNION HIGH SCHOOL DISTRICT**  
155 E. 4<sup>TH</sup> ST.  
PERRIS, CA 92570

**TRL SYSTEMS, INC**  
9531 MILLIKEN AVE.  
RANCHO CUCAMONGA, CA 91730

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_