

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: David Fortino

DATE: September 16, 2024

SUBJECT: 4Sight Labs – Overwatch – Equipment Procurement and Service Contract

STATEMENT OF ISSUE:

The Jefferson County Sheriff's Office is seeking to procure the 4Sight Labs Overwatch system to enhance the monitoring and safety of individuals in custody, from the point of arrest through transport, processing, and detention. The system's biosensors, mobile apps, and analytics dashboards monitor an individual's vital signs, providing continuous oversight, improving officer and inmate safety while streamlining operations.

ANALYSIS:

FISCAL IMPACT:

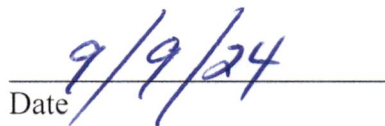
The total cost of procurement, outlined in the attached quote, is \$24,394.22 for hardware, and first year of service, and \$14,437.50 annually thereafter. Importantly, the initial cost and first year service (\$24,394.22) is **fully reimbursable** from the Washington Counties Risk Pool.

RECOMMENDATION:

Approve Contract - 4Sight Labs – Overwatch – Equipment Procurement and Service Contract

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: 4Sight Labs

Contract No: JCSO-09-2024-1

Contract For: Overwatch - Equipment Purchase and Service Term: 3 years

COUNTY DEPARTMENT: Jefferson County Sheriff's Office

Contact Person: David Fortino

Contact Phone: 360-344-9743

Contact email: dfortino@co.jefferson.wa.us

AMOUNT: \$53,269.22

Revenue: N/A

Expenditure: \$53,269.22

Matching Funds Required: N/A

Sources(s) of Matching Funds N/A

Fund # 001-180-000

Munis Org/Obj 001-180-000

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other: Sole-Source

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐


Signature

9/3/2024
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐


Signature

9/3/2024
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 9/5/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 9/5/2024.
Corrections made. Thank you!

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

May, 2024



4Sight Labs Inc.
633 Alvarado St. San Francisco, CA 94114
Phone 415-577-5600

Sole Source Letter

This letter confirms that the OverWatch™ solution is a sole-source product designed, manufactured, and sold exclusively by 4Sight Labs Inc. The OverWatch solution is only available directly from 4Sight Labs Inc.

The OverWatch sensor body is a unique blend of polycarbonate designed to withstand harsh impact, offer long-lasting durability, and is waterproof. The unique looped-through sensor design allows wearing on wrists and ankles using hypoallergenic bands that are reusable and disposable. Leveraging proprietary long-range wireless sensors, OverWatch continuously monitors critical vital signs such as heart rate, oxygen saturation, and skin temperature for detainees and inmates. When an individual's biometric readings indicate a potential wellness concern, OverWatch sends real-time notifications to designated personnel, enabling timely intervention to prevent medical emergencies and lethal events.

To the company's knowledge, no other modular, wireless, mobile platforms can provide real-time health monitoring of detainees and inmates at this scale with little to no hardware installation other than plug-and-play devices. Provisional patents and proprietary software and hardware further secure OverWatch's capabilities.

The OverWatch solution uniquely fills a critical gap in the correctional wellness environment by enabling proactive monitoring, intervention, and improved outcomes through its innovative integration of biometric sensors, wireless connectivity, and cloud analytics.

Please do not hesitate to contact me at (415) 577-5600 or visit our website at www.4sightlabs.com.

Sincerely,

A handwritten signature in black ink, appearing to read "John DeFalco".

John DeFalco
CEO, 4Sight Labs



Jefferson County, WA

Jefferson County Sheriff's Office, WA
621 Sheridan Street
Port Townsend, WA 98368
United States

Reference: 20240718-112557176

Quote created: July 18, 2024

Quote expires: October 16, 2024

Quote created by: 4Sight Labs

lena@4sightlabs.com

+17208833686

David Fortino
Chief of Corrections
dfortino@co.jefferson.wa.us

Andy Pernsteiner
Undersheriff
apernsteiner@co.jefferson.wa.us
(360)344-9760

Comments from 4Sight Labs

4Sight Labs is pleased to submit this quote for deploying Overwatch for the **Jefferson County, WA**. Overwatch is a combination of ruggedized biosensors, mobile apps, control dashboards, analytics reports and cloud services that continuously monitors people from the moment of their arrest, through transport, processing, and detention.

Products & Services

Item	Quantity	Unit Price	Total
Overwatch Sensors	7	\$750.00	\$5,250.00
18-Sensor Charging Dock	1	\$595.00	\$595.00
Reusable Locking-Wrist Bands	7	\$87.50	\$612.50
Reusable Locking-Wrist Band Keys	3	\$25.50	\$76.50

Item	Quantity	Unit Price	Total
Disposable Locking-Wrist Bands	0	\$13.82	\$0.00
Disposable Lock Attaching Tool	0	\$51.00	\$0.00
Ultra Long-Range Wireless Gateway (w/ POE Splitter & Power cables)	1	\$950.00	\$950.00
Sensor Provisioning Smart Device (Programed Smart Phone)	1	\$957.00	\$957.00
Remote Training Session (4hrs)	1	\$500.00	\$500.00
Remote Router Configuration & Range Testing Assistance (4hrs)	1	\$1,000.00	\$1,000.00
JMS Integration	0	\$3,500.00 / year	\$0.00 / year for 3 years
Ultra Long-Range Wireless Service	7	\$187.50 / year	\$1,312.50 / year for 3 years
Overwatch Licensing and Cloud Services	7	\$1,875.00 / year	\$13,125.00 / year for 3 years
Standard Shipping	1	\$15.72	\$15.72
Annual subtotal			\$14,437.50
One-time subtotal			\$9,956.72
Total			\$24,394.22

Purchase terms

Annual Billing and Payment:

Prior to shipping hardware, Company will pay 4Sight Labs a payment comprising of the total hardware and professional services in a total of **\$9,956.72**.

Upon full implementation, Company will pay to 4Sight Labs a payment comprising of Total Annual Fees in the amount of **\$14,437.50**.

If the delay of full implementation is caused by issues related to the Company, 4Sight Labs will invoice the Total Annual Fees at the 3-week mark.

4Sight Labs will invoice the Total Annual Fees in the amount of **\$14,437.50** for each subsequent year on the Effective Date anniversary and Company shall pay such invoices, in accordance with the Agreement.

Sales tax will be added to the invoice unless the Company provides tax-exempt certification.

Scope of Support Services: 4Sight Labs will provide Implementation Services to support the Customer to use the Services in accordance with the Documentation. Specifically, 4Sight Labs will be responsible for the following:

- a. Support of administrative staff for up to one year after the go-live date to measure compliance improvements and provide additional virtual training as needed.

Implementation Services: 4Sight Labs will provide Implementation Services to the Company however, Company agrees that 4Sight Labs's ability to perform the Implementation Services is dependent on Company providing 4Sight Labs certain information and access in a prompt manner with time being of the essence. Company agrees that it will provide prompt responses to any inquiry made by the Company in connection with this Ordering Document and provide the following:

1. Installation of secure mounts for iPad monitors
2. Installation of power outlets if necessary for iPads
3. Firewall policies to allow 4Sight Labs hardware MAC addresses, service endpoints and ports
4. Extract of JMS inmate data and transfer to 4Sight Labs SFTP server for JMS integration
5. Provide representative(s) to coordinate and represent the Company for all operational and IT issues.
6. Provide feedback on the Services features and usability (at Company's sole discretion).
7. Verify Wi-Fi and adequate network provisioning for Services operation.
8. All control stations and storage devices intended for use in conjunction with the Services must comply with the minimum platform and network infrastructure specifications as outlined by 4Sight Labs.
9. Designate one or more staff that 4Sight Labs can train (train-the-trainer) to serve as a resource for the Company's staff.
10. Ensure staff attend scheduled training sessions so that 4Sight Labs's staff can efficiently train Company's employees.
11. Provide access to the facility for 4Sight Labs staff sufficient to carry out initial training and support.

Deliverables: Company will receive the following deliverables during or upon the completion of Implementation Services unless specified otherwise in the Ordering Document:

1. Written assessment of existing observation practices and compliance at facilities, highlighting areas of possible improvement and opportunities for cost and/or time savings with respect to the implementation of 4Sight Labs
2. Purchaser configuration preferences collected and loaded into the Licensed Software
3. Access to the Licensed Software after implementation
4. On-site setup of Hardware if applicable
5. Phone number(s) for Purchaser support
6. Review of reports
7. Transition from Implementation Services to Purchaser Success Manager and Support contacts for ongoing support needs
8. Custody Roster Automation assumes the Agency has arranged for the Jail Management System (JMS) or Offender Management System (OMS) to send the information to be ingested and entered into the 4Sight Labs applications

By execution below, the undersigned agree to be bound by this Ordering Document, and the MSA, as may also be amended or substituted from time to time upon mutual Agreement.

MSA

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**MSA**") is entered into effective as of _____ ("**Effective Date**"), and made by and between 4Sight Labs, Inc., ("**4Sight**") and the **Company**. 4Sight and Company shall be collectively referred to as the "**Parties**" or individually as a "**Party**". Company has elected to purchase services from 4Sight, described in an Ordering Document (defined below) referencing this MSA, Company agrees by executing such Ordering Document, Company agrees to the terms and conditions of this MSA as well as any related exhibits or schedules.

Section 1. DEFINITIONS. In addition to those definitions contained in any applicable Ordering Document, the following terms shall have the meanings set forth below:

1.1 "**Affiliate**" means, with respect to any entity, any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

1.2 "**Monitoring Package**" which includes but is not limited to bands, sensors, charging docks and related supplies described in the applicable Ordering Document.

1.3 "**Monitored Individual**" means the individual whom is banded with monitoring device under the care and supervision of Company.

1.4 "**Documentation**" means in digital, printed, or other form, the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specification and any other supporting documentation related to the Licensed Software.

1.5 "**Licensed Software**" means the control station, software and related service and support described in the Ordering Document. Licensed Software shall include Documentation.

1.6 "**Ordering Document**" means a mutually agreed upon document containing mutual collaboration, and other information applicable to the Services (defined below), attached hereto and incorporated herein by

reference.

Section 2. SERVICES.

2.1 Description of Services. 4Sight will provide the Monitoring Package and Licensed Software (collectively herein after the "Services") as described herein and as set forth in each Ordering Document attached hereto and as agreed upon by the Parties. During the Term of this MSA, the Parties may agree on additional Ordering Documents, and 4Sight shall provide Company with such Services, if applicable, as set forth in such additional Ordering Document. Each party hereby agrees that by referencing this MSA each Ordering Document will be understood as implicitly incorporating by reference the terms herein, including definitions, even if the Ordering Document does not expressly do so.

2.2 License Grant. Subject to the terms of this MSA, during the Term, 4Sight grants the Company a nonexclusive, non-assignable license to use the Services at its facilities. Company may not (a) use the Licensed Software for any purpose, at any location or in any manner not specifically authorized by this MSA, (b) create or recreate the source code for the Licensed Software, or re-engineer, reverse engineer, decompile, copy or disassemble the Services, (c) modify, adapt, translate or create derivative works based upon the Services, (d) refer to or otherwise use the Services as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of the Services to compete with 4Sight, or (e) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Services or Documentation or fail to preserve all copyright and other proprietary notices. No right or license shall be implied other than the rights and licenses expressly granted in this MSA. 4Sight shall retain all ownership rights, title, and interest in the Services, subject only to the rights and licenses granted herein. Company may make copies of the Documentation for use and distribution in accordance with the terms of this MSA.

2.3 Subcontractors. 4Sight may engage subcontractors to assist with the performance of the Services.

2.4 Acceptable Use. Company and its users may use the Services only in accordance with the Documentation. Each time material modifications are made to the Services, 4Sight will make available to Company electronic updates to the Documentation. If Company continues to use the Services and makes no objections to the changes in the Documentation within ten (10) days of posting all changes and updates shall be deemed accepted. Company is responsible for all acts and omissions of its users in connection with the Services who do not comply with the terms set forth in said Documentation. During the Term, 4Sight will provide Support Services for the Licensed Software. 4Sight may in its sole discretion discontinue, modify, or replace the Licensed Software.

Section 3. COMPENSATION.

3.1 Payment.

Company shall pay 4Sight fees as per the Ordering Document for Services. After the Initial Term, 4Sight may increase the Total Annual Fees, no more than once every twelve (12) months, based upon the percentage increase in the Consumer Price Index for all Urban Consumers, U.S. City Average, All Items ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics. The percentage increase in the CPI shall be measured over the period since the commencement of the Agreement (in the case of the first increase) or since the effective date of the last price increase (in the case of any subsequent price increase). In no event shall the increase in any, one-year exceed five percent (5%). 4Sight shall notify Company in writing of any price increase at least ninety (90) days prior to the effective date of the increase.

3.2 Invoices. Unless otherwise set forth in the applicable Ordering Document, the associated payment shall be made within thirty (30) days after Company's receipt of invoice accompanied by all supporting documentation.

Section 4. RELATIONSHIP BETWEEN THE PARTIES.

4.1 4Sight is a non-exclusive independent contractor. Nothing in this MSA shall be construed to create a partnership, joint venture or other similar relationship between the Parties. 4Sight shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to 4Sight's performance of Services and receipt of payments under this MSA.

4.2 During the Term of this MSA and for a period of one (1) year following its termination or expiration, Company represents and warrants that it will not hire, employ or contract directly or indirectly any employee of 4Sight, who became known to Company in connection with the performance of this MSA without the prior written approval of 4Sight; provided however, this provision shall not prohibit the hiring of any person that responds to general solicitations not specifically directed at employees of 4Sight.

Section 5. CONFIDENTIAL INFORMATION.

5.1 Definition. "**Confidential Information**" means any information disclosed by either Party to the other, whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information includes, but is not limited to, all product designs, capabilities, specifications, drawings, program code, work designs, models, technology, know-how, documentation, components, software (in various stages of development), test and development boards, hardware reference code and platforms, architectures, agreement terms, financial and pricing information, business and marketing plans, actual and potential customers and suppliers, the Services, Ordering Document, marketing plans, data, and other terms relating to the Services, including the terms of this MSA and other similar information that is proprietary to either Party. Confidential Information shall not include any information that: (a) was in lawful possession prior to the disclosure, as clearly and convincingly corroborated by written records, and had not been obtained by either directly or indirectly from either Party; (b) is lawfully disclosed by a third party without actual, implied or intended restriction on disclosure through the chain of possession, or (c) is independently developed by a Party without use of or access to the Confidential Information, as clearly and convincingly corroborated by written records. Confidential Information obligations in accordance to Section 5 of this MSA shall survive any termination of this MSA for five (5) year after the effective date of termination.

5.2 Requirements. The Parties agree that it shall not use or disclose in any way, other than as needed under this MSA, Confidential Information to any third parties. The Parties will disclose Confidential Information only to its Personnel having a need-to-know for the performance of the Services under this MSA. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent certain Confidential Information is required to be disclosed by either Party as a matter of law or by order of a court and/or to potential and actual acquirers, investors, underwriters and lenders, subject to non-use and non-disclosure requirements substantially the same as set forth herein. Upon termination of this MSA, a Party may deliver to the other Party instructions to destroy all materials, documents and other media (whether maintained electronically or otherwise) containing Confidential Information, together with all copies thereof in whatever form, and shall certify in writing the completion of such return or destruction, as the case may be. If it is infeasible to return or destroy Confidential Information, due to regulatory or compliance purposes, protections are extended to such Confidential Information, in accordance with the confidentiality provisions in this MSA.

5.3 Disclosure to Public and Non-public. Neither party shall use the other party's name or trademarks in any advertising, website, press release or other form of public disclosure without the prior written approval of the appropriate officer of the other party. Company agrees that 4Sight may make lawful references to Company in its marketing activities.

Section 6. INTELLECTUAL PROPERTY. Each Party shall own and retain all rights, title and interest in and to its intellectual property, and nothing in this MSA or an Ordering Document shall be deemed to grant any license or rights to the other Party.

Section 7. REPRESENTATIONS AND WARRANTIES.

7.1 4Sight hereby represents and warrants that: (a) the Licensed Software will be performed in a competent and professional manner and the Licensed Software will meet the specifications in the applicable Documentation. Customer shall notify 4Sight in writing of any breach of this warranty within thirty (30) days after completion of the Service. 4Sight's sole obligation to Customer, and Customer's exclusive remedy, for breach of this warranty is re-install the Licensed Services.

7.2 Company acknowledges that 4Sight does not represent, warrant, or otherwise promise that Company's use of the Services is a substitute for Company's or its users' existing protocols and compliance procedures.

7.3 Company acknowledges and agrees that (i) timely performance by 4Sight of its obligations under this MSA and any Ordering Document is subject to the timely provision of information and support by Company as outlined in this MSA; (ii) that the use of the Services pursuant to this MSA and Documentation are only a tool to facilitate the Company's provision of care and services to a Monitored Individual under its supervision and is only functional if the Company's users input information, appropriately maintain the Monitoring Package and apply the device in accordance with the training and Documentation; (iii) that the Services and license of the Licensed Software are only useful if such are used in strict accordance with the Documentation; (iv) that Company is solely responsible for all decisions, actions and omissions in any way related to Monitored Individual under its supervision, including but not limited to: proper assessment, monitoring, treatment and care; observation, qualification and actions of their respective employees, user or other persons; the acts and omissions of its employees, user or other persons; compliance with all applicable laws; any liability related to individual under Company's supervision, including but not limited to visitors, employees, vendors, agents or other persons in the facilities of the Company; (v) Company represents and warrants that all persons given access to the Services shall be properly trained in the use and prohibited uses of the Services; and (vi) Company is liable for, and shall indemnify 4Sight, its officers, directors, employees and agents against breaches of this MSA, or of misuse or failure to use the Services, by Company's employees, officers, directors, vendors, contractors and agents, and that of its affiliates.

7.4 Minimal Requirements. Company shall provide, configure, and maintain all hardware, software, and other minimum requirements set forth in the applicable Ordering Document, including a stable Internet connection, necessary to use the Services. Company shall maintain, at Company's sole expense, such equipment and software as 4Sight may reasonably require for 4Sight to remotely access the equipment.

7.5 Third-Party Software. 4SIGHT MAKES NO WARRANTY WITH RESPECT TO ANY THIRD-PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY OWNER OR LICENSOR OF THE THIRD-PARTY SOFTWARE. 4SIGHT EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE THIRD-PARTY SOFTWARE, WHETHER

EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

7.6 Exclusions. 4Sight's warranty obligations and other obligations under this MSA with respect to the Services are expressly conditioned upon Customer's proper use of the Services and do not include: (i) Problems that result from (a) accident, negligence, neglect, abuse, misuse, computer viruses or use other than ordinary use or use in violation of an applicable license; (b) abnormal electrical power, air conditioning, or humidity controls that cause a computer failure; (c) modifications, repairs or attempted maintenance made to the Services by anyone other than a representative of 4Sight or its authorized agents and (d) damage during shipment; (ii) Problems relating to or caused by any hardware, network, software or hardware that was not supplied by 4Sight or hardware or software that does not meet the Minimum Requirements; (iii) Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Services is procured; or (iv) hardware with altered, modified or removed serial numbers.

Section 8. DISCLAIMER OF WARRANTIES.

8.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN, 4SIGHT PROVIDES ALL SERVICES, SOFTWARE, PLATFORM AND PRODUCTS "AS IS" WITH NO WARRANTY OF ANY KIND. 4SIGHT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND 4SIGHT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF PERFORMANCE OR TRADE USAGE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY 4SIGHT, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. COMPANY WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF 4SIGHT TO ANY THIRD PARTY. To the extent that 4Sight may not, as a matter of applicable law, disclaim an implied warranty, the scope and duration of such warranty will be limited to the minimum permitted under such law.

Section 9. INSURANCE. Each Party shall carry commercial general liability and automobile liability insurance and, if applicable, worker's compensation insurance as required by law, together with employer's liability insurance coverage and professional errors and omissions liability insurance coverage. All policies shall be written by reputable insurance companies with a best's policyholder rating of not less than A VII. Such insurance shall not be cancelled or materially reduced during the Term.

Section 10. INDEMNITY; LIMITATION OF LIABILITY.

10.1 Indemnification of Company. 4Sight shall fully indemnify, defend and hold harmless Company, its affiliates, and their officers, directors, employees, agents, successors and assigns ("**Company Indemnitees**") from and against any and all third party claims, damages, liabilities, losses, and expenses (including any and all reasonable attorney fees, expenses and costs) incurred by or asserted against any Company Indemnitee due to: (a) any gross negligence acts or willful misconduct of 4Sight; and (b) violations of applicable laws by 4Sight. In the event of a Company Indemnitees, or if 4Sight reasonably believes the Services owned by 4Sight may infringe or misappropriate the rights of a third party, 4Sight may, in its sole discretion, and at no cost to Company Indemnitees, (a) modify Services owned by 4Sight so that it no longer infringes or misappropriates, (b) obtain a license for Company Indemnitees' continued use of the Services owned by 4Sight in accordance with this MSA and any applicable Ordering Document, or (c) terminate this MSA upon thirty (30) days' prior written notice and refund to Company Indemnitees any prepaid fees covering the remainder of the term after the effective date of termination.

10.2 Indemnification of 4Sight. To the extent permitted by applicable law, Company shall fully indemnify, defend and hold harmless 4Sight, its affiliates, and their officers, directors, employees, agents, successors and assigns ("**4Sight Indemnitees**") from and against any and all third party claims, damages, liabilities, losses, and expenses (including any and all reasonable attorney fees, expenses and costs) incurred by or asserted against any 4Sight Indemnitee of whatever kind or nature due to (a) the use of the Service, including use in any manner not otherwise permitted in this Agreement; (b) care and experience of Monitored Individual under Company's supervision including but not limited to: the proper assessment, treatment, monitoring and care of Monitored Individual; the supervision, qualification and actions of their respective caregivers, Company's employees, professionals or other persons; (c) the acts and omissions of Company's employee, supervisors, agent, or representatives; (d) misuse of the Services or any component thereof; (e) any material breach under this MSA, or (f) a claim related to the gross negligence or willful misconduct of Company, its employees, or agents.

10.3 Indemnification Procedures. If any claim or action is asserted that would entitle a Party to indemnification pursuant to this Section 10 (a "Proceeding"), the Party who seeks indemnification will give written notice thereof to the other Party (the "Indemnitor") promptly (and in any event within fifteen (15) calendar days after the service of the citation or summons); provided, however, that the failure of the Party seeking indemnification to give timely notice hereunder will not affect rights to indemnification hereunder, except to the extent that Indemnitor demonstrates actual damage caused by such failure. Indemnitor may elect to direct the defense or settlement of any such Proceeding by giving written notice to the Party seeking indemnification, which election will be effective immediately upon receipt by the Party seeking indemnification of such written notice of election. The Indemnitor will have the right to employ counsel reasonably acceptable to the Party seeking indemnification to defend any such Proceeding, or to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor; provided that the Indemnitor will not settle, or consent to any entry of judgment in, any Proceeding without obtaining either: (a) an unconditional release of the Party seeking indemnification (and its Affiliates and each of their respective officers, directors, employees and agents) from all liability with respect to all claims underlying such Proceeding; or (b) the prior written consent of the Party seeking indemnification. The Parties will fully cooperate with each other in any such Proceeding and will make available to each other any books or records useful for the defense of any such Proceeding.

10.4 LIMITS OF LIABILITY OF 4SIGHT.

10.4.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR LOST PROFITS OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE MSA OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. 4SIGHT SHALL NO LIABILITY TO COMPANY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE COMPANY) FOR ANY PERSONAL INJURY CLAIM BY MONITRED INDIVIDUAL.

10.4.2 EACH PARTY'S AGGREGATE, MAXIMUM LIABILITY TO THE OTHER ARISING FROM OR RELATING TO THIS MSA, OUTSIDE OF ANY CONFIDENTIALITY OBLIGATIONS CONTAINED HEREIN, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE FEES ACTUALLY PAID OR DUE TO 4SIGHT BY OR FROM COMPANY WITH RESPECT TO THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES.

10.4.3 Without limiting any other provision of this MSA, 4Sight may immediately cease or refrain providing services provided for under this MSA in any geographic area if in 4Sight's individual determination, the implementation or provision of services is or might be in violation of applicable laws, rules, or regulations.

Section 11. TERM AND TERMINATION.

11.1 Term. This MSA shall be effective from Company's acceptance of this MSA and shall continue with a term of 3 years with the potential to automatically renew an additional 2 years.

11.2 Termination For Cause. This MSA may be terminated by either Party in the event the other Party materially breaches this MSA and fails to cure such breach within thirty (30) days of the receipt of notice of the alleged breach. In addition, 4Sight shall have the right to terminate this MSA upon ten (10) days prior written notice in the event that Company fails to pay 4Sight in accordance with Section 3 above or Company's use of the Service in any manner not otherwise permitted in this Agreement.

11.3 Termination for Convenience. 4Sight may terminate, this Agreement or Ordering Document in whole or in part, at any time upon thirty (30) days written notice, for any reason, when the 4Sight determines that such termination is in its best interests.

11.4 Immediate Termination. This MSA may be terminated immediately upon written notice by either party to the other party upon the occurrence of any of the following events: (a) the filing by or on behalf of either party of any voluntary or involuntary petition in bankruptcy, dissolution or liquidation; or (b) the assignment of fifty percent (50%) or more of the assets of either party for the benefit of its creditors.

11.5 Consequences of Termination. Upon termination of this MSA, Company agrees that it shall be responsible for payment of Services in accordance with Section 3 of this MSA subsequent to the effective date of termination if the related Services were rendered during the Term. Outstanding payment obligations in accordance to Sections 3 and Confidential Information obligations in accordance to Section 5 of this MSA shall survive any termination of this MSA.

Section 12. GENERAL.

12.1 Law. This MSA shall be governed by and construed in accordance with the laws of the State of Washington. In the event any provision of this MSA is declared to be unenforceable the remaining provisions shall continue in full force and effect.

12.2 Arbitration. Any controversy, claim or dispute arising out of or relating to this MSA or the breach thereof shall be exclusively settled by confidential binding arbitration in accordance with the commercial rules of the American Arbitration Association ("AAA") then in effect. There shall be a single qualified arbitrator mutually chosen by the Parties in accordance with the selection and appointment procedures of the AAA. The fees charged by the AAA and costs of the arbitrator (e.g., compensation, travel, etc.) related to the arbitration shall be borne equally by the Parties. All such arbitration proceedings, including without limitation the fact of an arbitration, shall be conducted on a confidential basis and shall be deemed to be Confidential Information.

12.3 Entire Agreement. This MSA, and applicable Ordering Document incorporated by reference contain the full and complete understanding and agreement between the Parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. Paragraph titles or captions contained herein are inserted only as a matter of convenience and for reference.

12.4 Amendments/Changes. Any modification or amendment to this MSA shall be effective only if in writing and signed by both Parties. Any change to an Ordering Document shall be documented in a written amendment mutually agreed upon and executed by the Parties (an "Amendment").

12.5 Cooperative Purchasing Clause. Any member, current or future, within the state/commonwealth shall be allowed to participate in this agreement during the life of the contract.

While this clause in no way commits any agency to purchase from state or commonwealth/county/city/government entity's awarded contractor, nor does it guarantee any additional orders will result, it does allow state or commonwealth/county/city/government entity to make use of terms and conditions (provided said agreement satisfied their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other state or commonwealth/county/city/government entity shall be understood to be transactions between that state or commonwealth/county/city/government entity and the awarded vendor; the originating state or commonwealth/county/city/government entity shall not be responsible for any such purchases.

12.6 Notice. All notices required or permitted under the MSA or Ordering Document shall be in writing and delivered by any method providing for proof of delivery. Any notice shall be deemed to have been given on the date of receipt. Notices to 4Sight and Company shall be delivered to the following addresses:

4Sight, Inc. Company
633 Alvarado Street Address
San Francisco, CA 94114
Attn: John Defalco Attn:
Email: john@4sightlabs.com Email:

12.7 Assignment. This MSA shall be binding upon and inure to the benefit of the Parties hereto, their heirs, legal representatives, successors and permitted assigns. Neither Party may assign its rights and obligations under this MSA without the prior written consent of the other Party. Notwithstanding the foregoing, this MSA may be assigned by either Party to an entity which is an affiliate or subsidiary who is a successor in interest in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. Any assignment or transfer of this Agreement in violation of this provision shall be null and void and of no force or effect.

12.8 No Waiver; No Modification. The failure of either Party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either Party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that Party's right to enforce such provisions or exercise such option.

12.9 Severability. In the event any provision of this MSA is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this MSA (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

12.10 Force Majeure. Except with respect to failure to pay any amount due under this MSA, neither party shall be deemed to have breached this MSA if its delay or its failure to perform all or any part of its obligation hereunder result from flood, earthquake, fire, or other acts of God, or war, tropical weather event, blizzard, strikes, slowdowns, labor unrest, riot, civil commotion, the public enemy, power failure, computer processing or data transmission delays or difficulties, delays or difficulties in obtaining supplies, materials, or delays or difficulties relating to the performance of services provided by others, or other circumstances beyond

reasonable control, or by reason of a judgment, ruling, or order of any court, agency, or competent jurisdiction, or change of law or regulation occurring subsequent to the signing of this MSA.

12.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile, email or PDF transmitted copies of this Agreement and its counterparts including facsimile, email or PDF signatures of the Parties.

IN WITNESS WHEREFORE, the Parties have executed this Agreement as of the Effective Date set forth above, with each Entity executing this Agreement on behalf of itself only, in its individual capacity.
4SIGHT LABS, INC. CUSTOMER

Board of County Commissioners Jefferson County, Washington

Questions? Contact me

Lena Heaney
lena@4sightlabs.com
+17208833686

4Sight Labs
633 Alvarado Street
San Francisco, CA 94114

By: _____
Kate Dean, Chair Date

By: _____
Heidi Eisenhour, Commissioner Date

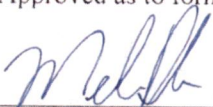
By: _____
Greg Brotherton, Commissioner Date

SEAL:

ATTEST:

Carolyn Gallaway, CMC Date
Clerk of the Board

Approved as to form only:



Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

for

09/05/2024
Date