

MASTER MAINTENANCE AGREEMENT ("Agreement")
 By and between OPEX CORPORATION ("Vendor") and
 Clark County ("Customer")
 CBE 606648-23
 07 / 01 / 2024 ("Effective Date")

1. BASIC TERMS.

1.1 Equipment Covered. The machines specifically identified by serial number on Exhibit "A" shall be covered by this Agreement (collectively "Equipment"). Vendor shall furnish "Maintenance Service" (as defined in Paragraph 2.1 below) on Equipment at Customer's various Equipment "Sites" (as defined in Paragraph 2.2 below). Upon mutual agreement between the parties, and pursuant to the terms herein, Equipment may be added or deleted from the Exhibit "A" from time to time through the Customer's amendment process. All Maintenance Service shall be provided in consideration for the payment of Vendor's maintenance charges set forth herein, plus all sales and use taxes and such other governmental charges as may be imposed on the provision of goods and services hereunder. Service rates for the first year of this Agreement are detailed within Exhibit "B."

1.1.1 Equipment Software License Terms. The Software license terms are provided in Exhibit "C" to this Agreement.

1.2 Effective Date; Renewals. Maintenance Service shall begin on July 1, 2024 and shall continue through June 30, 2025 ("Initial Term"). This contract will have the option to renew for four (4) one-year periods (each a "Renewal Term"). Payment by Customer of Vendor's invoicing for any Renewal Term shall be deemed as mutual agreement by the parties to renew this Agreement. The maximum aggregate price increases after Initial Term are provided in the below pricing table (assuming similar Equipment quantities and Service Hours at each Site, per Exhibits "A" and "B"). All price increase percentages are based upon Vendor's previous year's prices. If the aggregate percentage increase based upon Vendor's published annual Maintenance Service fees after Initial Term, per year, is less than the increase allowed as per the below pricing table, then Customer shall be charged Vendor's then current published annual rates. Upon conclusion of the 4th Renewal Term which shall end June 30, 2029, rates during any additional Renewal Term(s) are subject to Vendor's then-current pricing.

Initial Term and Renewal Terms 1 through 4	Not-To Exceed Annual Price Increase
Initial Term Year 1: July 1, 2024 through June 30, 2025	Per Exhibit "B" of this Agreement which is based on Vendor's actual published 2024 rates
1st Renewal Term: July 1, 2025 through June 30, 2026	Aggregate price increase for 1 st Renewal Term shall not increase by more than five percent (5%)
2nd Renewal Term: July 1, 2026 through June 30, 2027	Aggregate price increase for 2 nd Renewal Term shall not increase by more than five percent (5%)
3rd Renewal Term: July 1, 2027 through June 30, 2028	Aggregate price increase for 3 rd Renewal Term shall not increase by more than seven percent (7%)
4th Renewal Term: July 1, 2028 through June 30, 2029	Aggregate price increase for 4 th Renewal Term shall not increase by more than ten percent (10%)

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of Agreement, Customer may consider these increases in addition to the allowed increases, providing Vendor submits written documentation and suitable proof by line item to Customer requesting permission and explaining in detail the unforeseen circumstances predicated the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase during the Initial Term through the 4th Renewal Term means a change in price from the date of Agreement execution OR the last price increase, to the date of performance by an amount exceeding 10 percent. For the avoidance of doubt, upon conclusion of the 4th Renewal Term which shall end June 30, 2029, rates during any additional Renewal Term(s) are subject to

Vendor's then-current pricing. General industry correspondence with regards to market conditions are not suitable proof. If Customer delays renewal of this Agreement until after the anniversary of the Effective Date for the forthcoming year, the parties agree that they will nevertheless continue to observe the anniversary date of the Effective Date for purposes of determining the term of the Agreement and also as the basis for invoicing subsequent renewals. Additionally, in the event Customer places a service call but has not formally renewed the Agreement for the forthcoming year, Customer agrees that it will compensate Vendor for any services Vendor performs at the request of Customer, and if Customer ultimately decides not to renew the Agreement, such services performed at the request of Customer will be charged at a time and materials basis, based on rates currently then in effect. In the event that Equipment is added to this Agreement at times other than on the Effective Date or on any anniversary of the Effective Date, the annual cost of the Maintenance Service for the Equipment added to this Agreement will be prorated to coincide with the date of the next Renewal Effective Date or on any anniversary of the Effective Date

1.3 Equipment Not Previously Covered. Any machine which Customer seeks to add to this Agreement that has not been continuously covered by a maintenance agreement with Vendor since the expiration of its warranty period, shall be subject to inspection by Vendor. After such inspection, if Vendor, in its sole discretion, determines that the machine is not operating in conformity with the "Published Specifications" (as defined in Paragraph 1.4 below), the machine shall be restored to good operating condition at Customer's expense, subject to Vendor's then current rates, as a condition of adding the machine to Exhibit "A."

1.4 Routine Cleaning. The day-to-day routine cleaning and minor adjustments on the Equipment, as described in both Vendor's equipment operating manuals and other supplementary material ("Published Specifications") which may be furnished by Vendor to Customer from time to time, shall be performed by Customer. Vendor will notify Customer in writing if the Customer fails to perform routine cleaning on the Equipment.

2. MAINTENANCE SERVICE.

2.1 Maintenance Service, Generally. Maintenance Service is defined as all labor and replacement parts necessitated by normal wear and tear from operation of the Equipment in accordance with Vendor's Published Specifications, in order to maintain the Equipment in good operating condition ("Maintenance Service").

2.2 Definition of Customer's Equipment Site(s). "Site" is defined as the one (1) floor within Customer's premises specified in Exhibit "A." Equipment moved to a different Site is subject to the limitations described in Paragraph 7.1(l) below.

2.3 Service Calls. Preventive Maintenance Service calls are those periodic calls initiated by Vendor to keep the Equipment operating in accordance with Vendor's Published Specifications ("PM's"). Demand Maintenance Service calls are those calls initiated by Customer to request that Vendor repair Equipment that is malfunctioning or not operating in accordance with the Published Specifications ("Demand Calls"). (A PM may be performed in conjunction with a Demand Call placed by Customer, depending upon, and at the discretion of, Vendor's service technician.) The minimum number of PM's and maximum number of Demand Calls for each piece of Equipment are outlined in the chart below.

Machine Type	Models 72; 60; 50	AS180	AS3600; AS3690; AS7200i; Falcon; Falcon +; FalconV; FalconV +	Eagle; System 150; IEM; MPE 5.0/ 7.5	MPS 30; 40	Omaton	DS1225/ DS2200	Mail Matrix
Demand	unltd	unltd	unltd	unltd	unltd	unltd	unltd	Unltd
Preventive Maintenance	12	12	6	12	12	4	4	2

Demand Calls in excess of the maximum may be billed at Vendor's then current rates. Additionally, if Vendor, in its sole discretion, determines that the number of "unlimited" calls becomes unreasonable, Vendor reserves the right to charge for excessive Demand Calls after providing written notice to Customer.

2.4 Field Service Reports. Vendor shall furnish a summary of the Maintenance Service provided to the Customer upon completion of each Maintenance Service call ("Field Service Report"). The Field Service Report shall contain the following information: (i) date and time of arrival; (ii) specific identification of Equipment serviced; (iii) time of Maintenance Service; (iv) description of the malfunction (if any); and (v) list of parts replaced.

2.5 Response Times. For Eagle, System 150, IEM, MPS 30/40, Mail Matrix, and MPE 5.0/7.5 Equipment (collectively "Capital Equipment"), Vendor shall exert all reasonable efforts to respond to Demand Calls within two (2) hours after such call is received by Vendor, during the designated "Coverage Hours" (as defined in Paragraph 3.3 below). For all other Equipment, Vendor shall exert all reasonable efforts to respond to Demand Call requests within four (4) hours after such call is received by Vendor, during the designated Coverage Hours. For the avoidance of doubt, the Coverage Hours are Pacific Standard Time.

2.6 On-Site Coverage. For a Site with Eagle or System 150 and IEM Equipment, Maintenance Service may be provided on an "On-Site" basis, defined as Maintenance Service provided by a service technician physically located at, and solely dedicated to, the Site. On-Site coverage availability will be determined at the sole discretion of Vendor, and shall be subject to Vendor's then current rates.

2.7 Parts. Only new standard parts or factory certified parts shall be used in providing Maintenance Service. Title to all replacement parts provided during the course of providing Maintenance Service pursuant to this Agreement will pass to Customer upon installation.

2.8 Restricted Access to Equipment by Vendor. For the avoidance of confusion, all the Equipment will be installed physically at a Site designated by Customer and the Equipment will be used and/or operated exclusively by Customer. As such, the process of accessing and operating the Equipment installed at the Site is determined, controlled and/or managed exclusively by Customer. Furthermore, the process of how the data is transferred once Customer scans its mail and/or its documents using the Equipment is exclusively determined, controlled and/or managed by Customer. Furthermore, Vendor does not remotely and/or physically access, process, transport, transmit, log, gather, archive, receive, exchange, create, and/or store any confidential data that is scanned on the Equipment by Customer. Moreover, and notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to retention, protection, destruction, and access that is scanned on the Equipment by Customer and its personnel.

3. GENERAL TERMS.

3.1 Standard Maintenance Charge. Vendor's standard maintenance charge provides for Maintenance Service to Equipment covered during any mutually agreed upon Coverage Hours, subject to the terms and conditions set forth in Paragraph 3 below ("Standard Maintenance Charge").

3.2 Equipment Usage Charge. Actual Equipment usage shall be measured by Vendor every three (3) months or thirteen (13) weeks ("Quarterly Basis"). Any particular piece of Equipment which processes envelopes in excess of the volumes specified below shall be subject to an additional charge ("Additional Usage Charge"). Additional Usage Charges shall be calculated on half-shift increments; and shall be invoiced based upon 25% of Vendor's Standard Maintenance Charge.

To the extent that the number of envelopes processed by a particular piece of Equipment exceeds the numbers set forth below on a Quarterly Basis, an Additional Usage Charge shall apply:

<u>Equipment</u>	<u>Envelopes per quarter</u>
Eagle	6,500,000
System 150	4,550,000
IEM	4,550,000
MPS 30	11,375,000
MPS 40	16,380,000
MPE 5.0	1,820,000
MPE 7.5	2,275,000
AS180/DS1225/DS2200	N/A*
AS3600/AS3690/AS7200	N/A*
Falcon/Falcon +/FalconV/FalconV +	N/A*
Models 50/60/72	N/A*
Mail Matrix	N/A*
Omaton Equipment	N/A*

*NOTE: In the event that Equipment usage is extraordinary, Vendor, in its sole discretion, reserves the right to establish an Additional Usage Charge for this Equipment after providing Customer written notice.

3.3 Maintenance Service Coverage Hours, Generally. All Equipment located at a particular Site must be maintained during the same Maintenance Service schedule ("Coverage Hours"). Coverage Hours shall be governed by the terms and conditions set forth below.

3.3.1 Coverage Hours for a Site with an Eagle or System 150. For a Site with an Eagle or System 150, Coverage Hours shall be one (1) consecutive five (5) day per week period, eight (8) consecutive hours per day, excluding "Vendor Holidays" (as defined in Paragraph 3.5 below). Customer shall designate the Coverage Hours, which shall be the same each day, and for all Equipment located at the particular Site. Upon thirty (30) days written notice, Customer may shift the eight (8) consecutive Coverage Hours.

3.3.2 Coverage Hours for a Site without an Eagle or System 150. For a Site without an Eagle or System 150, Coverage Hours shall be 7:00 am to 3:00 pm (Site local time), Monday through Friday, excluding Vendor Holidays.

3.4 Altering Coverage Hours. Customer shall be able to increase, decrease or shift, the Coverage Hours for a Site. However, in no event, may the Coverage Hours be decreased to less than forty (40) hours per week.

3.4.1 Increasing Coverage Hours. Upon thirty (30) days written notice, Customer may increase the Coverage Hours for a particular Site. Any increase in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates based upon half shift increments. Additional shifts of coverage can be added in half shift increments, and the cost would be the same as the similar service you are currently receiving (i.e., full shift coverage amount x .5 = half shift coverage amount).

3.4.2 Decreasing Coverage Hours. Upon sixty (60) days written notice, Customer may decrease the Coverage Hours for a particular Site. This 60-day notice period applies to any decrease in Maintenance Service, including removing Equipment or Equipment options, reducing the number of covered shifts, or total termination of Maintenance Service for a Site. The notice period shall begin to run from the date on which Vendor receives the written notification. Upon receipt of the 60-day notice, Customer will be provided a credit for any unused Maintenance Service towards future Equipment or Maintenance Service, calculated from the date of the expiration of the sixty (60) day period.

3.4.3 Shifting Coverage Hours. Upon thirty (30) days written notice, Customer may shift the Coverage Hours for a particular Site. Any shift in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.5 Vendor Holidays. Vendor observes the following holidays ("Vendor Holiday(s)"): New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve; and Christmas Day. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on Vendor Holidays. Vendor Holiday coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates. When one of the above designated Vendor holidays is on a Saturday or Sunday, the Vendor Holiday will be observed on the date observed by the federal government and/or by Vendor. Vendor reserves the right to modify the holiday list upon providing at least ninety (90) calendar days' advance written notice to Customer.

3.6 "Weekend" Coverage. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on the two days per week not covered pursuant to either Paragraph 3.3.1 or Paragraph 3.3.2 above, whichever is applicable ("Weekend Coverage"). Weekend coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.7 Invoicing. Vendor shall invoice Customer annually in advance for the Standard Maintenance Charge. Any additional service charges (e.g., machine restoration pursuant to Paragraph 1.3, Weekend Coverage, etc.) shall be invoiced quarterly in arrears. Terms of payment are net thirty (30) days from date of accurate invoice issued. Customer shall notify Vendor in writing within fourteen (14) calendar days of any undisputed amount included on the invoice. Upon mutual resolution, Vendor must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph 3.7. Late payments shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

4. **PROPRIETARY TECHNOLOGY AND DIAGNOSTICS: CONFIDENTIALITY.**

4.1 Technology. Vendor holds intellectual property rights in the Equipment, which includes the Equipment's computer operating system, software components and mechanical components (collectively "Technology"). No licenses, either express or implied, under any patents are granted by Vendor to Customer hereunder, except as expressly stated herein. Customer agrees that it shall not copy, remove, use (except for operation of the Equipment in accordance with the Published Specifications), or disclose Technology to any third party.

4.2 Diagnostics. In providing Maintenance Service, Vendor utilizes certain software diagnostics ("Diagnostics"). Vendor holds intellectual property rights in the Diagnostics, and the Diagnostics are for Vendor's exclusive use. Except with the express written consent of Vendor, Customer shall not use, copy, remove, or alter the Diagnostics. It is understood and agreed by Customer that upon termination of this Agreement, Customer shall either: (i) Return the Diagnostics to Vendor at Vendor's expense; or (ii) Purchase, according to Vendor's then current rates, a non-exclusive, non-transferable and personal limited license to use the Diagnostics.

4.3 Confidential Information. During the term of this Agreement, either party may have access to, or be given, certain technical information or data, customer information or data, manuals, drawings, sketches, models, samples, tools, or the like, of the other party, which are of a confidential and/or proprietary nature (collectively "Information"). All Information furnished to the receiving party, whether written, oral or otherwise, shall remain the sole and exclusive property of the disclosing party. Upon request, all Information shall be returned to the disclosing party. Unless such Information: (i) was previously known to the receiving party free of any obligation to keep it confidential; (ii) is subsequently made public by the disclosing party or by a third party, other than by breach of agreement; or (iii) is required to be disclosed to any governmental agency or court of competent jurisdiction by written order or decree; to the extent including Nevada and Federal laws the Information shall be kept confidential by the receiving party and shall be used solely for the purposes of fulfilling the terms of this Agreement. Notwithstanding the foregoing, Customer is a public agency as defined by Nevada state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under Nevada law, all of Customer's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. This Agreement and documents provided in connection with this Agreement become a public record and may be subject to inspection and copying.

5. **WARRANTY: WARRANTY LIMITATIONS.**

Vendor warrants that all work required to be performed hereunder shall conform to the descriptions contained in this Agreement and will be performed in a professional manner according to generally accepted industry standards. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

6. **INFRINGEMENT AND GENERAL INDEMNIFICATION.**

6.1 Patent, Copyright and Trademark Infringement Indemnification. Vendor will (i) indemnify, hold harmless and defend Customer, at Vendor's expense, from and against any claim brought against Customer alleging that any portion of the Equipment infringes a European Union, Canadian or United States patent, copyright, trademark, or other intellectual property right, of any third party; and (ii) hold Customer harmless from and against all costs and damages finally awarded, provided that Vendor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

6.1.1 Infringement Defense. In the defense or settlement of a claim pursuant to Paragraph 6.1 above, Vendor may: (i) obtain for Customer the right to continue using the Equipment; (ii) replace or modify the Equipment so that it becomes non-infringing; or (iii) if remedies (i) and (ii) are not reasonably available, grant Customer a depreciated refund pro-rata based upon a sixty (60) month life, measured from the original installation date of the Equipment.

6.1.2. Infringement Indemnification Limitations. Vendor shall not have any liability if the alleged infringement is based upon the use or sale of the Equipment in combination with other products or

devices not furnished or approved by Vendor. VENDOR DISCLAIMS ALL OTHER LIABILITY FOR PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE RIGHTS STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

6.2 General Indemnity. To the extent limited by Nevada law, including Chapter 41 of the Nevada Revised Statutes, Vendor shall indemnify and hold harmless the Customer, its affiliates, and its and their directors, officers, employees and agents from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of others, as well as all claims, causes of action and suits by others; including without limitation employees, subcontractors or agents of the indemnified party and its affiliates for personal injury (including death) or real and/or tangible property damage, arising out of acts or omission to act under this Agreement. Additionally, Vendor and Customer agree that Vendor's indemnity obligation and liability for damages hereunder will be reduced to the extent by which any claim, liability, loss, damage, or expense results from the negligence or misconduct of any employee, servant, officials, client or agent of Customer, or the employees, servants, officials agents or subcontractors of another party, client or contractor or non-parties to this contract (other than Vendor's servants or employees). Notwithstanding the foregoing, Vendor's obligations and liabilities set forth in Paragraph 6.2 shall not apply to liability or damages resulting solely from Customer's negligent acts, gross negligence, or willful misconduct.

6.3 Defense of Claim. In the event of any such claim set forth in Paragraph 6.2 above, at the request of the indemnified party, the indemnifying party shall at its sole expense defend all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing, and shall have full and complete authority, information and assistance for the defense of such claim; provided, however, the indemnifying party shall have no authority to enter into any settlement or compromise on behalf of the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. In all events, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

7. LIMITATIONS.

7.1 Maintenance Service Limitations. Notwithstanding anything herein to the contrary, Vendor shall have no obligation hereunder to provide Maintenance Service to Equipment which has deteriorated to such an extent that it cannot, in the reasonable discretion of Vendor, be maintained and needs to be replaced. Vendor shall provide written notice of any such deterioration prior to suspending Maintenance Service. Furthermore, Vendor shall have no implied or expressed obligation hereunder to diagnose, troubleshoot, maintain and/or repair Customer's environmental systems (e.g., HVAC), computer networks, computer systems, computer servers or other networks, or items external to the Equipment or not delivered by Vendor. Vendor's obligations to provide Maintenance Service shall also terminate if Customer:

- (a) fails to provide Vendor with safe and sufficient access to the Equipment, subject to Customer's reasonable site security policies and procedures;
- (b) stores, handles, operates, alters or modifies the Equipment in a negligent manner, otherwise damages the Equipment, or uses the Equipment for purposes other than those set forth in Published Specifications;
- (c) fails continuously or repeatedly to provide routine cleaning after being provided notice by Vendor pursuant to Section 1.4 above;
- (d) fails continuously or repeatedly to provide a suitable environment with regard to facilities (including without limitation HVAC system, humidity, and/or power) as prescribed in the Published Specifications;
- (e) uses or operates the Equipment beyond its intended design parameters;
- (f) damages the Equipment through its use in conjunction with machinery, software, or third-party supplies not covered by this Agreement;
- (g) performs maintenance or repairs on the Equipment not authorized in writing by Vendor, or allows a third party not authorized in writing by Vendor to perform the same;
- (h) alters or modifies in any way the Equipment safety mechanisms;

(i) operates the Equipment with envelopes or enclosures other than those specified in the Published Specifications;

(j) fails to install or allow installation of any Updates (as defined in Exhibit "C" Section 7) that are required in order to allow the Equipment to perform in accordance with the Published Specifications;

(k) fails to use follow routine cleaning instructions and/or prohibitions (i.e., use of flammable gases, compressed or canned air) in the process of performing the routine cleaning of the Equipment or if the Equipment is damaged due to fire, water, electrical power loss or disruption, or other external causes or other similar causes; or

(l) relocates Equipment to a Site other than that defined in this Agreement; provided, however, that should Vendor and Customer agree to continue Maintenance Service on Equipment moved to another Site, Customer's Equipment shall be subject to inspection by Vendor, at Vendor's published rates and terms then in effect for such service, prior to Vendor resuming Maintenance Service on Customer's Equipment.

Any period of suspension or termination referenced shall not relieve Customer of its obligation to make timely payment for the Maintenance Service and/or Software License fees that accrued up to the effective date of termination.

7.2 General Limitations. In no event shall either party be liable to the other, whether in an action in negligence, contract or tort or based on a warranty or otherwise, for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages. Further, to the maximum extent permitted by law, except to the extent that liability arises from: (i) instances of either party's gross negligence or willful misconduct; or (ii) instances of negligence or failure to comply with the terms or conditions of this Agreement by the party or its employees, in connection with the performance of this Agreement, resulting in the death or personal injury to persons or the damage of tangible property, and in this event, the party shall be responsible for such claim under this Paragraph 7.2 (ii) for an amount not to exceed five hundred thousand US dollars (\$500,000.00 USD); each party's liability for damages under this Agreement, whether in an action in negligence, contract or tort or based on a warranty, shall not exceed two (2) times the annual fees payable for the Maintenance Service.

7.3 Insurance. Vendor shall obtain and maintain the insurance coverage required in Exhibit D incorporated herein by this reference. Vendor shall comply with the terms and conditions set forth in Exhibit D and shall include the cost of the insurance coverage in their prices. If Vendor fails to maintain any of the insurance coverages required herein, Customer may withhold payment, order Vendor to stop the work, declare Vendor in breach, suspend or terminate Agreement.

8. GENERAL PROVISIONS.

8.1 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Nevada. Any claim arising out of or in connection with this Agreement shall be brought only in the district court in and for the State of Nevada, and Customer agrees to personal jurisdiction over it in such court.

8.2 Fees Due For Breach. [Reserved].

8.3 Assignment. Neither party may assign this Agreement unless mutually agreed upon by the parties, such agreement not to be unreasonably withheld by either party. However, in no event shall this Agreement be assigned to a Competitor of Vendor. A "Competitor of Vendor" is defined as any third party that manufactures, sells and/or services mail automation systems (which includes, without limitation, extracting, scanning, and/or low or high-speed mail sorting systems) and/or warehouse automation systems (hardware and/or software components).

8.4 Rights Cumulative; Non-Waiver. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure or delay by either party to enforce any contract term herein shall not be deemed a waiver of future enforcement of that or any other term.

8.5 Severability. In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of

America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had not been contained herein.

8.6 Force Majeure. Neither Vendor nor Customer shall be held responsible for any delay or failure in performance of this Agreement caused by fires, strikes, embargoes, government requirements, acts of God or public enemy or other similar causes beyond their reasonable control. Vendor shall provide Customer satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

8.7. Nondiscrimination Clause. Vendor is an equal employment opportunity employer and is a federal contractor. Consequently, Vendor and Customer (as applicable) agree that they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. The parties further agree that they will comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws.

8.8 Order of Precedence. Unless otherwise provided herein or agreed to in a signed writing, documents will apply in the following descending order of precedence: (i) main body of this Agreement and Exhibit C; (ii) Exhibits "A" and "B;" and (iii) all other transaction documents.

8.9 Entire Agreement. This Agreement, the Exhibits and documents incorporated herein, are the final, full and exclusive expression of the understandings of the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral and written, of either party.

By signing below, the Parties agree to be bound by the terms of this Agreement and any attached Exhibits.

OPEX CORPORATION ("Vendor")

CLARK COUNTY ("Customer")

By:  _____

By: _____

Printed Name: J. Scott Ackley

Printed Name: _____

Title: Associate Counsel

Title: _____

Date: May 28, 2024

Date: _____

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney



By: Jason Patchett (Jun 3, 2024 09:34 PDT)

JASON B. PATCHETT

Deputy District Attorney

EXHIBIT "A" EQUIPMENT SCHEDULE

1) Customer's Name: Clark County

A) The Equipment covered by this Agreement is located at the following Site(s):

Site 1: Clark County Treasurer: 500 S Grand Central Parkway, 1st Floor, Las Vegas, NV 89155

B) The Equipment covered by this Agreement includes the machines described below:

- (a) Machine Description: Model 72
Serial Number(s): 19486, 18907
- (b) Machine Description: Falcon
Serial Number(s): FA08008, FA08512
- (c) Machine Description: Eagle
Serial Number(s): G123
- (d) Machine Description: OMATION 206
Serial Number(s): ZA02033

2) Customer's Name: Clark County

A) The Equipment covered by this Agreement is located at the following Site(s):

Site 2: Clark County Election Department: 965 Trade Drive, Suite A, North Las Vegas, NV 89030-7802

B) The Equipment covered by this Agreement includes the machines described below:

- (a) Machine Description: Model 72
Serial Number : 20359, 20360, 20361, 20362, 20363, 20365, 20366, 20367, 20368,
20369, 20375, 20376, 20377, 20378, 20379

3) Customer's Name: Clark County

A) The Equipment covered by this Agreement is located at the following Site(s):

Site 3: Clark County Assessor: 500 S. Grand Central Parkway, 2nd Floor, Las Vegas, NV 89155

B) The Equipment covered by this Agreement includes the machines described below:

- (a) Machine Description: Model 72
Serial Number : 18315, 18316
- (b) Machine Description: Falcon
Serial Number: FA07237, FA07238

By signing below, the Parties agree to be bound by the terms of the Agreement and this Exhibit "A."

OPEX CORPORATION ("Vendor")

CLARK COUNTY ("Customer")

By: JSA

By: _____

Printed Name: J. Scott Ackley

Printed Name: _____

Title: Associate Counsel

Title: _____

Date: May 28, 2024

Date: _____

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

Jason Patchett

Jason Patchett (Jun 3, 2024 09:34 PDT)

By: _____

JASON B. PATCHETT

Deputy District Attorney

EXHIBIT "B" SERVICE PRICING

Pricing for the Initial Term of the Agreement is based on the current rates set forth herein, prepaid annually in advance, per shift, per site. Pricing for any Renewal Term is subject to change, based upon Vendor's published rates then in effect in accordance with Paragraph 1.2 above.

Site 1

Clark County Treasurer: 500 S Grand Central Parkway, 1st Floor, Las Vegas, NV 89155

Maintenance Period: July 1, 2024 - June 30, 2025

DESCRIPTION	PRICE EACH	QTY	EXTENDED PRICE
Model 72 Base Machine	\$3,315.00	2	\$6,630.00
Falcon Base Machine	\$7,725.00	2	\$15,450.00
Falcon MICR+ Software Annual License Fee	\$945.00	2	\$1,890.00
Eagle Base Machine *	\$66,455.00	1	\$66,455.00
Eagle Optional Envelope Imaging *	\$5,005.00	1	\$5,005.00
Eagle Dust Collection System *	\$1,450.00	1	\$1,450.00
Eagle Base Software Annual License Fee *	\$14,685.	1	\$14,685.
Eagle Content Imaging Software Annual License Fee *	\$8,095.00	1	\$8,095.00
Eagle IEM Software Annual License Fee *	\$22,015.00	1	\$22,015.00
Eagle Envelope Imaging Software Annual License Fee *	\$2,725	1	\$2,725.
OMATION 206	\$2,395.00	1	\$2,395.00
7/1/2024-6/30/2025 Maintenance Service and Software Annual License Fees (Pre-Tax)			\$146,795.00

*Please note, the initial Maintenance Service and Software Annual License Fees for the Eagle were purchased under Proposal 46954549-3 dated February 22, 2024.

Site 2

Clark County Elections Department: 965 Trade Drive, Suite A, North Las Vegas, NV 89030

Maintenance Period: July 1, 2024 - June 30, 2025

DESCRIPTION	PRICE EACH	QTY	EXTENDED PRICE
Model 72 Base Machine	\$3,315.00	15	\$49,725.00
7/1/2024-6/30/2025			
Maintenance Service and Software Annual License Fees (Pre-Tax)			\$49,725.00

Site 3

Clark County Assessor: 500 S. Grand Central Parkway, 2nd Floor, Las Vegas, NV 89155

Maintenance Period: July 1, 2024 – June 30, 2025

DESCRIPTION	PRICE EACH	QTY	EXTENDED PRICE
Model 72 Base Machine	\$3,315.00	2	\$6,630.00
Falcon Base Machine	\$7,725.00	2	\$15,450.00
Falcon MICR+ Software Annual License Fee	\$945.00	2	\$1,890.00
7/1/2024-6/30/2025			
Maintenance Service and Software Annual License Fees (Pre-Tax)			\$23,970.00

EXHIBIT "C" SOFTWARE USE LICENSE TERMS FOR THE EQUIPMENT

The following are the software license terms and conditions ("License") under which Vendor agrees to grant Customer use of all software programs ("Software") installed in or operational with the Equipment as identified in the applicable Exhibit "A" to this Agreement:

1. LICENSE

1.1 License Grant. In consideration for timely annual payment of Vendor's Software licensing fees as identified in the applicable invoice(s), Vendor grants Customer a personal, non-transferable, and non-exclusive right to use the Software. The Software may be used only in connection with the Equipment specified in Exhibit A and/or the applicable invoice(s) for this Agreement.

1.2 License Term; Payment. The initial Software license term for the Software provided herein ("Initial Term") is defined as twelve (12) consecutive months after effective date. As such, the Software license fees for the Initial Term are listed in Exhibit B above. Thereafter, the Software license will be in accordance with Section 1.2 above titled "Effective Date; Renewals" in the main body of this agreement. Terms of payment shall be based on the terms set forth in Paragraph 3.7 above titled "Invoicing" in the main body of this Agreement.

2. SOFTWARE OWNERSHIP

All Software (except Software that Vendor licenses from a third party) is a proprietary product of Vendor and is protected by copyright laws and international treaties. Vendor retains all right, title, and interest in the Software, and all copies of the Software, regardless of the media or form on or in which the Software or other copies may exist, including copies which are made in violation of the terms of this License. Nothing contained herein shall constitute a sale by Vendor of any rights in the Software.

3. CUSTOMER OWNERSHIP

Customer owns the media onto which the licensed Software is downloaded, but not the Software. This License is not a sale of the original Software or of any copy thereof.

4. RESTRICTIONS ON USE

Customer may not:

- (a) transfer the Software to multiple pieces of Equipment or third-party machinery;
- (b) distribute copies of the Software or accompanying materials to others;
- (c) copy, modify, adapt, translate, reverse-engineer, decompile, disassemble, or create derivative software based on the Software; or
- (d) copy, modify, adapt, translate, or create derivative documentation based on the Vendor's written materials.

5. RESTRICTIONS ON ASSIGNMENT OR TRANSFER

Customer shall not assign, rent, lease, sell, sublicense, pledge, encumber or otherwise transfer the Software to another party without the prior written consent of the Vendor, which shall not be unreasonably withheld or delayed. However, Customer shall be able to transfer its right of use of the Software to an "Affiliate," defined as an entity that controls, is controlled by, or is under common control with, Customer and is subject to obtaining Vendor's prior written consent which shall not be unreasonably withheld or delayed.

6. TERMINATION

This License is effective until terminated and will automatically terminate if Customer fails to comply with any terms of this License, including without limitation, continued timely payment of Vendor's annual Software licensing fees. This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. the opportunity to cure;
- b. not less than fifteen (15) calendar days written notice of intent to terminate; and

c. an opportunity for consultation with the terminating party prior to termination.

Termination for Convenience

a. This Agreement may be terminated in whole or in part by CUSTOMER for its convenience; but only after VENDOR is given:

1. not less than thirty (30) calendar days written notice of intent to terminate; and

2. an opportunity for consultation with CUSTOMER prior to termination.

b. If termination is for CUSTOMER'S convenience, CUSTOMER shall pay VENDOR that portion of the compensation which has been earned as of the effective date of termination. Upon termination, Customer shall immediately return all Software, all copies thereof, and all printed and written materials to the Vendor at Customer's expense.

7. SOFTWARE UPDATES

The Software is subject to change without notice to Customer. "Updates" shall mean updates (excluding Upgrades as defined below) for the Software that Vendor shall provide to Customer at no additional charge when Updates are directly made available by Vendor to Vendor's other similarly situated customers at no additional charge. "Upgrades" shall mean any enhancements, new version of the Software or newer version of the Software (containing a more fully featured version of Software currently licensed to Customer) that Vendor makes generally available to Customer and other similarly situated customers at a cost. Updates of the Software may be created or issued by the Vendor from time to time. At its sole option, Vendor may make such Updates available to Customer. If Vendor makes any Upgrades of the Software commercially available to similarly situated customers then Customer shall, at its sole discretion, purchase such Upgrade, in accordance with Vendor's then current rates.

8. SPECIAL FUNCTION SOFTWARE

Upon request by Customer, and at Vendor's sole discretion, Vendor may provide additional software services to modify the then existing functionality or to add additional functionality not contained in the Software ("Special Function Software"). Special Function Software shall be provided at an additional cost mutually agreed upon prior to Vendor's commencement of any additional software services.

9. LIMITED WARRANTY

For a period of thirty (30) calendar days following the delivery of the Equipment, all Software supplied pursuant to this License shall substantially conform to Vendor's written specifications. In the event that the Software does not so conform, Vendor will provide Customer programming services as may be required to correct documented program errors to the extent that such errors are not caused by: (i) defects or problems related to Customer's use of the Software or Equipment in a manner inconsistent with Vendor's written specifications or the terms of this License; or (ii) defects or problems relating to alteration of the Software or Equipment by Customer.

VENDOR DOES NOT WARRANT THAT THE OPERATION OF SOFTWARE SUPPLIED HEREUNDER WILL BE ERROR OR "BUG" FREE. EXCEPT AS PROVIDED HEREIN, THE SOFTWARE IS PROVIDED WITH NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.

PLEASE REFER TO PARAGRAPH 7.2 TITLED "GENERAL LIMITATIONS" UNDER THE MAIN BODY OF THIS AGREEMENT FOR THE LIMITATIONS WHICH SHALL APPLY TO THE SOFTWARE.

**EXHIBIT D
CBE 606648-23
MASTER MAINTENANCE AGREEMENT
INSURANCE REQUIREMENTS**

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, VENDOR SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** VENDOR shall provide COUNTY with Certificates of Insurance, per the sample format (page D-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. VENDOR 'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** VENDOR 's general liability and automobile liability insurance policy shall be endorsed to recognize specifically VENDOR'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, VENDOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, VENDOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by VENDOR and ***any auto*** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Professional Liability:** [Reserved].
- J. **Cyber Liability:** [Reserved].
- K. **Homeowner's:** [Reserved].
- L. **Workers' Compensation:** VENDOR shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a VENDOR that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that VENDOR has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- M. **Failure to Maintain Coverage:** If VENDOR fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order VENDOR to stop the work, declare VENDOR in breach, suspend or terminate the Contract.
- N. **Additional Insurance:** VENDOR is encouraged to purchase any such additional insurance as it deems necessary.

- O. **Damages:** VENDOR is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by VENDOR, their subcontractors or anyone employed, directed or supervised by VENDOR.
- P. **Cost:** VENDOR shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- Q. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- R. **Insurance Form Instructions:** The following information must be filled in by VENDOR'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. Vendor's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Description: CBE 606648-23 Master Maintenance Service Agreement (must be identified on the initial insurance form and each renewal form).
 8. Certificate Holder:

Clark County, Nevada
 c/o Purchasing and Contracts Division
 Government Center, Fourth Floor
 500 South Grand Central Parkway
 P.O. Box 551217
 Las Vegas, Nevada 89155-1217
 9. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:		
	PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	
	FAX (A/C No.):	BROKER'S FAX NUMBER	
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS		
INSURED 2. Vendor'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		3.
	INSURER B:		Company's
	INSURER C:		Best
	INSURER D:		Key Rating
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE \$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$(E) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$(F) 5,000
							PERSONAL & ADV INJURY \$(G) 1,000,000
							GENERAL AGGREGATE \$(H) 2,000,000
							PRODUCTS - COMP/OP AGG \$(I) 2,000,000
							DEDUCTIBLE MAXIMUM \$ 25,000
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM \$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A					WC STATUTORY LIMITS OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - E.A. EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
7.							
8.							
9.							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

10. 606648-23 Master Maintenance Service Agreement

11. CERTIFICATE HOLDER**CANCELLATION**

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

12. AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

606648-23 Master Maintenance Service Agreement:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being
duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE 606648-23, entitled Master Maintenance Services Agreement
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20

,
by _____ (name of person making statement).

Notary Signature
STAMP AND SEAL