

**MASTER SOFTWARE LICENSE,
MAINTENANCE & PROFESSIONAL SERVICES AGREEMENT
CBE 607876-26**

This Master Software License, Maintenance and Professional Services Agreement (the “**Agreement**”) is effective March 3, 2026, between Diona (US) Inc., located at 925 S. Capital of Texas Highway Suite B-110, Austin, TX 78746 (“**Diona**”), and Clark County, Nevada on behalf of the Department of Family Services (“**Customer**”).

This Agreement describes the terms and conditions that will apply to licenses for Diona’s products that Customer purchases from time to time, and maintenance services and professional services and training from Diona relating to those licensed products. This Agreement consists of specific terms and conditions relating to Licenses, Maintenance and Professional Services and Training, general terms and conditions relating to the relationship between the parties, and the terms and conditions in any Schedule.

Diona’s products include its suite of Diona Mobility Solutions that provide purpose-specific Health and Human Services functionality that enables customers to efficiently deploy solutions to mobile devices such as smartphones and tablets. These products are designed so that Customer may bundle, configure and deploy mobile solutions for processing and automation of Customer’s social program delivery as described in a License Schedule to this Agreement. Customer may integrate these mobile solutions to its other systems through Connector facilities. Customer may also, if required, obtain maintenance services under a License or Maintenance Schedule to this Agreement and professional services and training under a Work Order to this Agreement.

For the purposes of the Agreement and any Schedule, the following definitions will apply, unless otherwise expressly stated:

“**Affiliates**” are (i) those entities specifically identified as Affiliates in an applicable Schedule, or (ii) that control, are controlled by, or are under common control with the Customer. Affiliates may be entitled, subject to the terms of this Agreement and the applicable Schedule, to license Software, use Software licensed by Customer, or purchase maintenance or professional services. For the purpose of any Schedule to which an Affiliate is a party, the Affiliate will be considered the Customer for purposes of the Agreement and such Schedule.

“**Connector**” means an integration facility that permits the Software to call third party applications for data or processing.

“**Documentation**” consists of user manuals for the Software, which are provided to Customer in electronic form at the time of delivery of the Software.

“**License Schedule**”, “**Subscription Schedule**” or “**Work Order**” means a signed agreement to license products, purchase maintenance or purchase professional services from Diona. License Schedules, Subscription Schedules and Work Orders are referred to collectively as “**Schedules**”. Each Schedule, once signed, will be non-cancelable and non-refundable, except to the extent expressly provided in this Agreement or such Schedule or under applicable law.

“**Pre-Existing Materials**” means processes, methods, software (including but not limited to the Software), related documentation, designs and know-how, which Diona conceived independently of the services for Customer and without the use of any Customer Confidential Information.

“**Scope of Use**” means the right of Customer to use the Software as specified in an applicable License or Subscription Schedule. Any extension of the licensed Scope of Use shall be subject to payment of additional License fee(s).

“**Software**” will mean the licensed software listed in the applicable Schedule, including any service packs, upgrades or other releases provided to Customer pursuant to a paid maintenance agreement. The Software includes the Diona Mobility solutions and associated Diona Mobility modules and source code generated by the Software, if any.

“**Technology Platform**” will mean hardware, operating system, database, web browser, application server or other software with which the Software is intended for use.

“**User**” is a person who uses the Software in a particular way as further defined in the applicable Schedule.

Licenses

1. License Grant.
 - (a) Diona grants to Customer a license to use the Software in object form, or Subscription as specified in each applicable Schedule. This license is non-exclusive and non-transferable, except to an End Customer or as provided in Paragraphs 15(b), and Diona retains all rights not expressly granted to Customer in this Agreement.
 - (b) Customer may use the Software (a) solely in connection with the Licensed Purpose and only for the Scope of Use as agreed in each applicable Schedule and in accordance with the Documentation and (b) use the Documentation solely in connection with Customer’s authorized use of the Software. Customer may permit its authorized third-party contractors, agents and service providers who are under an obligation of confidentiality at least as restrictive as the obligations under this Agreement to use the Software exclusively for the benefit of Customer and subject in all respects to the terms of this Agreement. Customer agrees to be responsible for such third-party contractors, agents and services providers and shall ensure their compliance with the terms of this Agreement.
 - (c) Unless specifically authorized by law, Customer may not reverse engineer, decompile, disassemble or otherwise attempt to determine source code or protocols from the Software. Customer agrees not to lease or sublicense the Software to any third party or otherwise use it except as permitted under this Agreement or the applicable Schedule. All copies of the Software will contain Diona’s copyright notice.
 - (d) In each Schedule, Customer will commit to purchase the Software licenses listed for development, testing and production use. Customer will not use shared User IDs, or aggregating technologies such as concentrators, multiplexers, gateways or edge servers, to avoid or reduce the counting of individuals that use the Software.

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(e) Diona retains all right, title and interest to the Software or Subscription and any derivatives, modifications and enhancements.

2. Escrow of Source Code.

At Customer's written election, Diona will escrow the source code to the Software with Iron Mountain Intellectual Property Management, Inc., or Diona's then-current escrow agent, on the condition that Customer pay for all fees and expenses associated with its escrow account, including the costs for any verification of the deposit materials.

Maintenance

3. Maintenance.

If applicable in a License Schedule, Customer may purchase maintenance services as described in the applicable Schedule. The following terms and conditions will apply to maintenance services:

- (a) The maintenance term under each License Schedule will have the option to renew for four (4) one-year periods, at the then-current fees under such Schedule, subject to not to exceed 3% annual inflation adjustments in accordance with Section 6, if Customer provides prior written notice, with a purchase order or similar instrument, of its intent to renew maintenance at least 30 days prior to the expiration of the then-current term. If Customer elects not to renew maintenance, the election must be for all of the Software licensed under the applicable License Schedule. In addition, if Customer cancels maintenance under any License Schedule, it agrees that it cannot use maintenance services that remain in effect under another License Schedule for the benefit of the Application that is covered by the License Schedule for which maintenance was cancelled. The maintenance fees for each term will be due and payable in advance.
- (b) If the Customer licenses the Software for additional use, the corresponding maintenance fee will be assessed at the applicable percentage of the license fee, as adjusted for annual inflation increases in accordance with Section 6. Any such additional maintenance fee will be prorated to reflect the period of time remaining in the then-current term and will be payable from the date the additional usage is licensed.
- (c) In the event that Customer elects not to renew maintenance, and then later elects to renew maintenance, any reinstatement of maintenance services will be subject to the mutual agreement of the parties and Customer's payment to Diona of 120% of all fees that would have been payable from the time that Customer discontinued maintenance to the time of its reinstatement.

Professional Services and Training

4. Performance of Professional Services: Deliverables.

- (a) Diona may provide services under a mutually-agreed Work Order/purchase order, including consulting, installation support, and access to training courses.
- (b) Subject to Paragraph 1 (e) above, all deliverables that Diona creates during the course of services for Customer under this Agreement will be a "work made for hire" and will become, effective upon payment by Customer in full, the exclusive property of Customer. Customer will also retain all right, title and interest in any configurations and customizations of the Software that Customer develops for itself using the Software. Customer grants Diona a non-exclusive, worldwide, transferable, fully-paid license to use any portion of deliverables that perform generic functions which do not embody Customer's Confidential Information for Diona's business purposes. So long as Diona has not used any Customer Confidential Information, Customer agrees not to challenge or make claims against any Diona products or services.
- (c) Diona may use its Pre-Existing Materials in the course of providing services to the Customer. Pre-existing Materials (and all derivatives, modifications and enhancements to such Pre-Existing Materials) will at all times remain the property of Diona, and Customer will receive a non-exclusive, fully-paid license to use the Pre-Existing Materials in connection with the deliverables to which they relate.

General Terms and Conditions

5. Term.

- (a) This Agreement is binding upon signing and will continue through the term of its Diona Subscription Schedules. Subscription Schedules may be updated annually depending on the Work Orders/purchase orders under this agreement.
- (b) In the event that Diona commits a material breach of this Agreement or any Schedule, and such breach is uncured for 30 days following receipt of Customer's written notice to Diona specifying the breach, Customer may terminate in writing this Agreement and any Schedule to which the breach relates. In the event that Customer commits a material breach of this Agreement or any Schedule, including non-payment, and such breach is uncured for 30 days following Diona's written notice to the Customer specifying the breach, Diona reserves the right to either suspend or terminate Customer's use of the Software or Diona's provision of maintenance or other services.
- (c) Either party may, by written notice to the other party, terminate this Agreement or any Schedule in the event a party terminates or suspends its business, becomes insolvent, admits in writing to its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any other bankruptcy or insolvency proceedings not dismissed within 60 days.

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- (d) If the Agreement is terminated or expires, each party will return to the other, or certify in writing the destruction of, any Confidential Information (as defined below) or property of the other. Termination will be subject to payment for all Software or services that Customer had received prior to the effective date of termination. If a License Schedule is terminated or expires, all licenses granted under that Schedule will terminate.
- (e) Sections 1(c), 1(e), 5(d), 6 through 11, and 15 will survive the termination of this Agreement.
- (f) The Customer, as a local governmental entity, is subject to the requirements of Nevada Revised Statutes 244.230 and 354.626, which require Customer to budget annually for its expenses and which prohibit Customer from obligating itself to expend money or incur fixed liabilities in excess amounts appropriated. Possible future expenses for Services are subject to Customer's annually approved budget appropriations for Diona.

6. Fees.

Fees and expenses are specified in the Diona Subscription Schedule and are payable in US Dollars (\$), unless otherwise specified. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by the Customer.

Once due, all fees are non-cancelable and non-refundable, except to the extent expressly provided in this Agreement or such Schedule or under applicable law. Upon termination of the Agreement or any Schedule, the payment obligation for all fees for the full applicable term will be paid to Diona at the time of termination of this Agreement or the Schedule. Professional Services fees and Maintenance fees for future years will be subject to a annual increase but will not exceed 3%.

7. Reserved.

8. Representations and Warranties.

(a) Each party represents and warrants that entering into and carrying out the terms and conditions of this Agreement will not violate any obligation binding upon it; that each party will comply with all applicable laws in connection with its performance under this Agreement; and that the executing persons have the authority to bind their respective parties.

(b) Diona warrants that for a period of 90 days from the initial delivery of the Software:

- (i) The Software will operate substantially in accordance with its Documentation; and
- (ii) No disruptive or corrupting software will be introduced into the Software by Diona or its employees. Customer will conduct virus-checking procedures before allowing installation or using the Software, and for each new version, upgrade or service pack.

Diona will, at its election, promptly repair the Software to resolve any failure of these warranties, which can be replicated or verified, or replace the Software with a corrected version. These remedies will be Customer's exclusive remedy for any failures of these warranties. In order for Customer to invoke these remedies, Customer must provide written notice to Diona within the warranty period, expressly outlining the nature of the alleged failure or breach.

(c) The foregoing warranties will be void to the extent that any failure of such warranties is caused by (i) anyone other than a Diona employee modifying the Software (unless Diona authorizes the change in writing), or (ii) non-Diona software or hardware.

(d) Diona warrants that all services provided under this Agreement will be performed in a professional manner, consistent with industry standards.

(e) EXCEPT AS EXPRESSLY STATED IN THIS SECTION, DIONA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

9. Confidentiality.

(a) "**Confidential Information**" means all non-public information provided by or on behalf of a party to the other party related to the disclosing party's business, including but not limited to Diona's Software and Documentation. For the avoidance of doubt, Customer's Confidential Information also includes any information that is protected by applicable law, statute or regulation, including the Health Insurance Portability and Accountability Act.

(b) Each party agrees that any Confidential Information it receives from the other is the exclusive proprietary property of the disclosing party and may include trade secrets and other highly confidential information.

(c) Subject to and to the extent of the applicable state of Nevada public disclosure rules, each party agrees to receive and hold any Confidential Information in confidence and agrees:

- (i) not to disclose or publish any Confidential Information to third parties;
- (ii) not to use any Confidential Information except for those purposes specifically authorized by the disclosing party;
- (iii) not to use any Confidential Information to unfairly compete with the disclosing party;
- (iv) to restrict access to Confidential Information to those of its officers, directors, agents and employees who have a need to know, have been advised of the confidential nature of the Confidential Information, and who are under obligations of confidentiality to the receiving party; and
- (v) to follow the other party's reasonable on-site security procedures.

(d) The above confidentiality provisions will not apply to information that:

- (i) is in the public domain at the time of its disclosure;

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- (ii) becomes known to the receiving party from a source other than the disclosing party, provided such source is legally entitled to have and disclose the information;
 - (iii) is independently developed by a receiving party without use of the Confidential Information of the disclosing party, as demonstrated by written records of such receiving party; or
 - (iv) is required to be disclosed by a court or regulatory authority or because of laws, rules or regulations.
- (e) Diona will own and be free to use any ideas or suggestions that directly relate to Diona's products or business and do not contain Customer Confidential Information. For example, Diona will be free to incorporate any suggested repairs, fixes, changes or modifications to the Software into its products.

10. Indemnification.

- (a) Diona will indemnify Customer from, and defend Customer against, any third party claim arising out of any unauthorized access to, disclosure of, or loss of Customer's data that arises as a result of a failure by Diona to adhere to industry standards relating to information security.
- (b) Diona will not be liable for, and will have no responsibility in relation to, any third party claim of the type identified in sub-clause (a) that arises as a result of the Customer's negligent or unauthorized use of Diona's software or the Customer or its staff or contractors' failure to comply with industry standards and best practice relating to system and asset security.
- (c) In asserting any claim for indemnification, the Customer must provide prompt written notice describing the claim and cooperate in all reasonable ways with the indemnifying party. The indemnifying party will be entitled to control any proceedings or litigation for which it is indemnifying the other party, except that the indemnifying party will not, without the other party's prior written consent (not to be unreasonably withheld), enter into any settlement that would require the other party to take any action, or refrain from taking any action, other than permitting the indemnifying party to pay money damages on its behalf.

11. Limitation of Liability.

Customer will have unlimited recourse against Diona for the following types of actual, direct damages arising under, or related to, this Agreement:

- (a) damages resulting from personal injury, death or tangible property damage caused by the other party or its personnel;
- (b) damages, and related legal costs and reasonable attorneys' fees, for which the other party has agreed to provide indemnification under this Agreement; or
- (c) damages resulting from a breach of a party's confidentiality obligations or IPR under this Agreement.

All other damages arising under, or related to, this Agreement (regardless of the type of damages, and whether for breach of contract, breach of warranty, or otherwise) will be \$4,550,000.

Nothing in this Section 11 shall have the effect of waiving the rights and protections afforded the Customer under NRS Chapter 41.

12. Outsourcing.

Customer will be permitted to allow a third party service provider to operate the Software as part of a technology outsourcing arrangement or to assist Customer in the development of an application, provided that: (a) such use is solely for the benefit of Customer and subject to the terms and conditions of this Agreement; and (b) Customer informs Diona in writing and provides reasonable assurances that the requirements of this Section have been satisfied.

13. Notices.

Any notices under this Agreement will be in writing and sent by certified mail, return receipt requested, or by a nationally or internationally recognized overnight delivery service, to:

Diona: Diona (US) Inc.
925 S. Capital of Texas Highway, Suite B-110
Austin, TX 78746
Attention: General Counsel

Customer: Clark County, Nevada
Attention: Darlene Bragg
Phone: 702.455.5778
E-mail: darlene.bragg@clarkcountynv.gov

14. Insurance.

During the term of this Agreement and for so long as any Schedule has not been terminated or expired, Diona will maintain insurance coverage in accordance to Exhibit B attached hereto.

15. Additional Terms and Conditions.

- (a) Cooperation. The parties agree that they will cooperate at all times in good faith. In the event of any dispute, which cannot be readily resolved within 30 days, the parties will each escalate the matter to senior management who will meet in person or by telephone within 15 days of receipt of notice of the dispute, to attempt to resolve the open issues.

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- (b) Assignment or Delegation. Neither party may assign or delegate any rights or obligations under this Agreement or any Schedule without the other party's prior written consent, except that either party may assign the entirety of its rights and obligations under this Agreement (i) to its parent company or an Affiliate, or (ii) in connection with a governmental re-organization, merger or sale of a business unit or majority stock ownership, subject to Section 15(c) and provided that the successor party assumes the rights and obligations in writing and has adequate resources to meet its obligations and Customer notifies Diona in writing prior to the assignment. Any assignment is subject to the terms and conditions of this Agreement.
- (c) Customer Combinations. In the event that Customer should merge with another governmental entity, acquire, or be acquired by another entity (collectively, a "**Combination**"), the resulting combined entity may only use the Software within the scope of the Customer's licensed use at the time of the Combination.
- (d) Non-Solicitation. Neither party will hire or contract with, either as an employee or an independent contractor (either directly or through a third party), any Covered Personnel of the other party. The term "**Covered Personnel**" of a party will mean that party's employees or any contractors retained by that party who are professional services personnel or who were involved in the performance of this Agreement within the preceding six-month period, or any person who would have been considered Covered Personnel but for having terminated employment or contractual relationship within the past six months. Breach of this Paragraph will constitute a material breach of this Agreement.
- (e) Export Compliance. The export and re-export of the Software and any Diona technology may be subject to export and import controls under the laws and regulations of certain countries. Customer agrees, at all times, to comply fully with these controls, laws and regulations.
- (f) U.S. Government Contracts. The Software is a commercial product, licensed on the open market; developed entirely at private expense; and without the use of any U.S. Government funds. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19.
- (g) Cooperation; Usage Validation. Diona and Customer agree that each will execute and deliver documents, including confirmations to Diona auditors, and take such other actions as may reasonably be requested to effect the transactions contemplated by this Agreement. Diona reserves the right, upon reasonable prior notice, to validate Customer's usage of the Software and its compliance under this Agreement.
- (h) Force Majeure. Neither party will be responsible for performance delays caused by circumstances outside its reasonable control.
- (i) No Waiver. Neither a failure of a party to exercise any power or right under this Agreement, nor a custom or practice of the parties with regard to the terms or performance under this Agreement, will constitute a waiver of the rights of such party to demand full compliance with the terms of the Agreement.
- (j) Counterparts. This Agreement may be signed in counterparts, including facsimile or PDF counterparts or electronic signatures, each of which will be legally binding.
- (k) Entire Understanding. This Agreement and its Schedules and Work Orders constitute the entire understanding of the parties with respect to the Software and any services and supersedes all previous agreements, statements and understandings from or between the parties regarding the subject matter of this Agreement. This Agreement also supersedes any conflicting language contained in any applicable past or future purchase order regarding the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Schedule or Work Order, the terms of the applicable Schedule or Work Order will control. This Agreement will not be modified except in a writing signed by an authorized representative of each party via amendment.
- (l) Enforceability. If any portion of this Agreement is declared by a court of competent jurisdiction to be overbroad or unenforceable, the remainder of this Agreement will be valid and enforceable to the fullest extent permitted.
- (m) Governing Law. This Agreement will be governed by the laws of the State of Nevada excluding its conflicts of laws provisions.
- (n) Security measures. Diona shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Diona shall be solely responsible for any liabilities, fines, or penalties and the like arising solely from Diona's failure to comply with the security requirements of NRS Chapter 603A. Diona agrees to (a) notify the Customer within 72 hours upon discovery of the Breach, (b) within 15 business days of discovery of the Breach, provide the Customer with all content necessary for notification, and (c) to fully cooperate with the Customer analysis and final determination on whether to notify affected individuals, media, or other parties.
- (o) Non-Discrimination/Public Funds. The Board of County Commissioners is committed to promoting full and equal business opportunity for all persons doing business in Clark County. Diona acknowledges that Customer has an obligation to ensure that public funds are not used to subsidize private discrimination. Diona recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, Customer may declare Diona in breach of the Contract, terminate the Contract, and designate Diona as non-responsible.

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- (p) Companies that Boycott Israel. Diona certifies that, at the time it submitted its agreement, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

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Agreed:

Diona (US) Inc.

Clark County, Nevada

By: Patricia Donaldson

By: _____

Name: PATRICIA DONALDSON

Name: JESSICA COLVIN

Title: Executive Vice President of Sales

Title: Chief Financial Officer

Date: 5/1/2026

Date: _____

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

Sarah Schaerrer

By: [Sarah Schaerrer \(May 6, 2026 08:32:09 PDT\)](#)

SARAH SCHAERRER

Deputy District Attorney

EXHIBIT A
Diona Subscription Schedule No. 1

This Diona Subscription Schedule (the “**Schedule**”), dated March 3, 2026 (the “**Effective Date**”), is subject to the terms and conditions of the Master Software License, Maintenance and Professional Services Agreement (the “**Agreement**”) between Clark County, Nevada (Department of Family Services) (“**Customer**” or “**DFS**”) and Diona (US), Inc. (“**Diona**”), dated March 3, 2026.

1. Description of the Subscription and Scope of Use.

During the Term specified below, Diona will provide Customer the following:

Diona Software	Diona Investigations, Diona Visits
Licensed Purpose	Customer may use the Software listed above in Clark County to allow Customer's children's services workers to engage with children and families and to access and update information contained on Customer IT systems through supported mobile devices.
Mobile Platforms	Android
Number of Users	625 users (combination of the two solutions)
Software Maintenance	Software Maintenance as more fully described in the Diona Support Services Handbook

Diona Software	Diona Placement Finder
Licensed Purpose	Customer may use the Software listed above in Clark County to allow Customer's children's services workers to engage with children and families and to access and update information contained on Customer IT systems through supported mobile devices.
Mobile Platforms	Android, Windows
Number of Users	500 users
Software Maintenance	Software Maintenance as more fully described in the Diona Support Services Handbook

2. Term.

The initial term of this Schedule will be for 12 months from the Effective Date (the “**Initial Term**”). The Initial Term will have the option to renew for four (4) one-year periods (Agreement Section 3.a. Maintenance (each, a “**Renewal Term**”) unless Customer provides written notice of termination at least 90 days prior to the expiration of the then-current term. The Initial Term and any Renewal Terms are together referred to as the “**Term**”.

3. Services.

	Enhancements and Operational Support Services
Enhancements Services Child Haven Incident Report & Placement Finder Phase 2 March 3, 2026 - March 2, 2027 800 hours of Offsite Support	\$160,000
Operational Support Services March 3, 2026 – March 2, 2027 300 hours of Offsite Support	\$57,000
Enhancements Services Assessments Phase 2 March 3, 2027 - March 2, 2028 400 hours of Offsite Support	\$80,000
Operational Support Services March 3, 2027 - March 2, 2028 300 hours of Offsite Support Enhancements	\$57,000

Operational Support Services March 3, 2028 - March 2, 2029 300 hours of Offsite Support	\$57,000
Operational Support Services March 3, 2029 - March 2, 2030 300 hours of Offsite Support	\$57,000
Operational Support Services March 3, 2030 - March 2, 2031 300 hours of Offsite Support	\$57,000

The Enhancements and Operational Support Services will be invoiced 90 days in advance.

4. Subscription Fees and Payment Schedule.

a. Customer will pay Diona the following annual subscription fees:

	Subscription for the Initial Term
Diona Investigations, Diona Visits	\$375,732
Diona Placement Finder	\$291,658
Total Annual Subscription Fee	\$667,390

b. The Total Annual Subscription Fee will be invoiced 90 days in advance. Once due, all fees are nonrefundable and non-cancelable.

5. Delivery and Acceptance.

The Software will be accepted upon delivery ("**Acceptance**"). This Acceptance is not dependent on any remaining services, conditions, or contingencies, and there are no other written or verbal agreements with respect to this Acceptance.

<input type="checkbox"/>	Check this box if the Software has already been delivered.
<input type="checkbox"/>	Check this box to receive delivery by electronic means.
Country and state (if applicable) for Software delivery	N/A
Email address for electronic delivery	N/A

Agreed:

Diona (US) Inc.

By: Patricia Donaldson

Name: PATRICIA DONALDSON

Title: Executive Vice President of Sales

Date: 5/1/2026

Clark County, Nevada

By: _____

Name: JESSICA COLVIN

Title: Chief Financial Officer

Date: _____

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

Sarah Schaerrer

By: Sarah Schaerrer (May 6, 2026 08:32:09 PDT)

SARAH SCHAERRER

Deputy District Attorney

EXHIBIT B
MASTER SOFTWARE LICENSE, MAINTENANCE & PROFESSIONAL SERVICES AGREEMENT
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, DIONA SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND EVIDENCE OF INSURANCE TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

A. **FORMAT/TIME:**

DIONA shall provide COUNTY with Certificates of Insurance 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. **ACCEPTIBILITY OF INSURERS:**

COUNTY requires insurance carriers to maintain during CONTRACT term, an "A.M. Best" rating of not less than A.VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the SUCCESSFUL BIDDER from potential insurer insolvency.

C. **OWNER COVERAGE:**

COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability insurance coverage. DIONA 'S insurance shall be primary and non-contributory with respect to COUNTY, its officers and employees.

D. **ENDORSEMENTS/CANCELLATION:**

DIONA'S general liability and automobile liability insurance policies shall be endorsed to recognize specifically DIONA'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given advance notice 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. ***If the deductible is "zero" it must still be referenced on the certificate.***

F. **COMMERCIAL GENERAL LIABILITY – Occurrence Form**

DIONA shall provide coverage with limits of liability not less than those stated below. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

o Each Occurrence:	\$2,000,000
o Products – Completed Operations:	\$1,000,000
o Personal and Advertising Injury:	\$1,000,000
o Damage to Rented Premises	\$ 50,000
o Medical Expenses	\$ 5,000
o General Aggregate:	\$4,000,000

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.

G. **UMBRELLA OR EXCESS LIABILITY:**

An umbrella (over primary) or excess policy with limits not less than \$5,000,000 per occurrence and aggregate and may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury / advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability and if applicable, professional liability.

H. **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS):**

Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract. These are minimum limits and could be increased to be commensurate with the project.

- o Each Claim: \$3,000,000
- o Annual Aggregate: \$3,000,000

If the professional liability insurance provided is on a claims-made basis, DIONA warrants that any retroactive date under the policy shall precede the effective date of this contract, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

A separate copy of the Extended Reporting Period or 'Tail Coverage' endorsement is required and must be provided for the Professional Liability policy. Policy number must be referenced on endorsement, or the form number must be referenced on certificate with the retroactive date.

I. **CYBER LIABILITY / SYSTEM / TECHNOLOGY (Errors & Omissions):**

DIONA shall obtain and maintain with limits not less than those stated below.

- o Per Occurrence or Claim: \$5,000,000
- o Annual Aggregate: \$5,000,000

Coverage shall be sufficiently broad to respond to all duties, acts, or omissions undertaken by DIONA under this Contract including, but not be limited to:

- o Security breaches and unauthorized access or disclosure of confidential or personal information.
- o System or network failures, data loss or corruption, and restoration or recovery expenses.
- o Business interruption, contingent business interruption, and data reconstruction costs.
- o Cyber extortion, ransomware, and social engineering fraud.
- o Media liability, including infringement of copyright, trademark, trade dress, or other intellectual property.
- o Privacy violations, information theft, publication of private material, or misuse of digital content.
- o Regulatory investigations, fines, and penalties (where insurable by law).
- o Breach response costs, including legal defense, crisis management, and credit monitoring or identity restoration expenses.

If DIONA maintains broader coverage and/or higher limits than the minimums shown above, COUNTY shall be entitled to the benefit of such broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance shall be available to COUNTY.

J. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

DIONA shall obtain and maintain for the duration of CONTRACT. DIONA who is a Sole Proprietor, shall be required to submit an affidavit (Attachment 1) indicating that DIONA 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. Policy shall contain a Waiver of Subrogation against the COUNTY.

- o Workers' Compensation: Statutory
- o Employers' Liability:
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

K. **FAILURE TO MAINTAIN COVERAGE:**

If DIONA fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order DIONA to stop the work, declare DIONA in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from DIONA or deduct the amount paid from any sums due DIONA under Contract.

L. **ADDITIONAL INSURANCE:**

DIONA is encouraged to purchase any such additional insurance as it deems necessary. COUNTY reserves the right to request additional insurance coverages, limits, or endorsements, or to make modifications to the existing insurance requirements, as COUNTY reasonably deems necessary to protect its interests if there are material changes to the scope of work or a material increase to contract amount or upon renewal or amendment. DIONA shall comply with any such requirements within a reasonable period following notice from COUNTY.

M. **DAMAGES:**

DIONA is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by DIONA, their subcontractors or anyone employed, directed or supervised by DIONA but, if DIONA only partly caused the injury, damage or loss, only to the extent that DIONA contributed to the injury, damage or loss.

N. **COST:**

DIONA shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. **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

1. Description: CBE Number and Name of Contract (must be identified on the initial certificates of insurance and each renewal form).
2. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
c/o: myCOI
P.O. Box# 501970
8710 Bash Street
Indianapolis, IN 46256
3. Appointed Agent Signature to include license number and issuing state.

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 No. 607876-26, entitled Master Software License, Maintenance & Professional 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