

CLARK COUNTY, NEVADA
CONTRACT FOR DETENTION SERVICES DIVISION BOOKING
LAS VEGAS SHERRIFF'S IDENTIFICATION SYSTEMS
CBE NO. 606017-21

REQUORDIT INC.
NAME OF FIRM
Mark K. Buckley – President & CEO
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1325 Tri State Parkway, Suite 110 Gurnee, IL 60031
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(312) 332-9200
(AREA CODE) AND TELEPHONE NUMBER
(312) 267-5333
(AREA CODE) AND FAX NUMBER
accounting@requordit.com
E-MAIL ADDRESS

DETENTION SERVICES DIVISION BOOKING LAS VEGAS SHERRIFF'S IDENTIFICATION SYSTEMS

This Contract is made and entered into this _____ day of _____ 2021, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and REQUORDIT, INC. (hereinafter referred to as PROVIDER), for **Detention Services Division Booking Las Vegas Sherriff's Identification Systems** (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$1,900,600, including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

WHEREAS, Nevada Revised Statute (NRS) 280.290 provides that the Sheriff is the chief law enforcement and administrative officer of the Las Vegas Metropolitan Police Department (LVMPD) and shall continue to perform all of his duties as Sheriff; and

WHEREAS, NRS 211.030 provides that the Sheriff is the custodian of the jails in his county and of the prisoners therein and that he shall keep the jails personally, or by his deputy or by a jailer or jailers appointed by him for that purpose, for whose acts he is responsible; and

WHEREAS, the LVMPD through its Detention Services Division (DSD) operates the Clark County Detention Center and the North Valley Complex. Accordingly, LVMPD DSD is COUNTY'S representative for all operations of the CCDC and NVC;

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through November 30, 2022, with the option to renew for 4-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the not to exceed amount of \$1,900,600. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fee.

B. Milestone Payments

PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks in the Milestones (Exhibit D) Milestone/Deliverable Invoicing Schedule.

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work Exhibit D, Milestone/Deliverable and Software Subscription Invoicing Schedule.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.

4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: C6570M@LVMPD.COM
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

E. Limitation of Liability

PROVIDER'S total and cumulative liability for direct damages arising out of or in connection with this Contract and/or any sow shall in no event exceed the fees approved and appropriated by the county to PROVIDER under the applicable Scope of Work that gave rise to such claim in the approved and appropriated period of the date of the claim. Notwithstanding anything to the contrary in this Contract and/or any sow, in no event will PROVIDER be liable for any indirect, incidental, consequential, special or punitive damages (including without limitation lost profits) even if it has been advised of the possibility of such damages.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written amendment, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.

- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.

- I. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- J. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.
- K. Prison Rape Elimination Act Compliance
PROVIDER must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et.seq.), with all applicable PREA standards, with all applicable policies related to PREA and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Clark County Detention Center (CCDC) or North Valley Complex (NVC) facilities/offices owned, operated or contracted. PROVIDER acknowledges that, in addition to "self-monitoring requirements" Detention Services Division (DSD) will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA standards and DSD policies may result in termination of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Jeana Tarango, Purchasing Department, telephone number (702) 455-4476 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. PROVIDER shall complete the PROJECT in accordance with the milestones contained in Exhibit D of this Contract.
- C. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract 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 Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination, but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
 - c. PROVIDER will have an opportunity to cure failure or default within 30 days of the consultation prior to termination effective date.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Clark County Detention Services
330 S. First Street
Las Vegas, Nevada 89101

TO PROVIDER: 1325 Tri-State Parkway, Suite 110
Gurnee, IL 60031
Fax: 312-267-5333
accounting@requordit.com

SECTION XII: MISCELLANEOUS

- A. Independent Contractor
PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.
- B. Immigration Reform and Control Act
In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. Non-Discrimination/Public Funds
The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER 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, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.
- D. Assignment
Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

R. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

S. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, 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.

T. Safeguard

PROVIDER 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. PROVIDER shall be solely responsible for any liabilities, fines, or penalties and the like arising from PROVIDER failure to comply with the security requirements of NRS Chapter 603A. PROVIDER agrees to (a) notify the Licensee within 72 hours upon discovery of the Breach, (b) within 15 business days of discovery of the Breach, provide the Licensee with all content necessary for notification, and (c) to fully cooperate with the Licensee analysis and final determination on whether to notify affected individuals, media, or other parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer
DATE

PROVIDER:
REQUORDIT INC.:

By: Mark K Buckley
Mark K Buckley (Oct 25, 2021 14:40 CDT)
NAME:
TITLE: Mark K Buckley
President & CEO
Oct 25, 2021
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Elizabeth A. Vibert
ELIZABETH A. VIBERT
Deputy District Attorney
Oct 26, 2021
DATE

**EXHIBIT A
DETENTION SERVICES DIVISION BOOKING LAS VEGAS SHERRIFF'S IDENTIFICATION SYSTEMS
SCOPE OF WORK**

A. GENERAL SCOPE

To achieve the objectives and attain the benefits of the project, the PROVIDER will provide the following services.

- **Project Management** - The Project will be managed per the Project Plan developed and maintained by the PROVIDER. The PROVIDER will designate an experienced Project Manager with a proven track record of success with several successful OnBase deployments.
- **Implementation Services** - PROVIDER will have an established and proven implementation methodology. The PROVIDER will configure OnBase WorkView, Reporting Dashboards, and Workflow to meet the project goals and objective.
- **Training**- The PROVIDER will provide training to ensure a transfer of knowledge and to prepare staff to support the new solution. The PROVIDER will provide training plans and training documentation supporting the systems functionality, business processes and other training needs. Training will be customized by organizational role by LVMPD.
- **Systems Maintenance and Technical Support**- The PROVIDER will provide software maintenance and ongoing technical support which includes telephone, web-based and/or onsite technical support in accordance with the maintenance contract already in place with the COUNTY. COUNTYs may email, call, or submit an incident via our PROVIDER portal 24 hours a day, 7 days a week.

B. KEY TERMS

Below are many terms that are used in the explanation of the solution along with the information that helps to further describe the word or phrase. These definitions also contain assumptions about each of the items and should be reviewed carefully for accuracy. The following table provides definitions and explanations for terms and acronyms relevant to the content presented within this document.

TERM	DEFINITION
Document Type Groups	Shall mean a predefined logical grouping of document types.
Document Types	Shall mean documents that belong to a department, process, or group (document typegroups).
Keywords	Shall mean the meta data associated to documents within OnBase.
Security	Shall mean the privileges assigned to users based on their grouping (User Groups) within OnBase.
Workflow	Shall mean OnBase workflow working within the OnBase supported interfaces such as the Web Client, Unity Client, etc.
WorkView	Shall mean the module that provides the ability to create custom applications in OnBase for defining custom database tables, screens, and views.
WorkView Attribute	Shall mean a field that is created in WorkView to hold data that is part of a record.
DSD BOOKING LVSINS	Shall mean the existing Oracle Database system and the collection of interfaces to related systems that captures and manages the process for the DSD process for CCDC.

Conversion	Shall mean the transfer of data from the current DSD BOOKING LVSINS Oracle Database to the new DSDWorkView solution.
External System Interfaces	Shall mean the development of two methods of sharing information with related systems, Data File and SQL View. It is important to note here that LVMPD will be responsible for adjusting any queries that use the LVSINS data from related systems to look at the new SQL view. PROVIDER will update OnBase workflows to look at the new SQL view.
External Systems	External Systems shall mean: DSD LVSINS Booking application, LTCD, ISAT, CTC, AFIS NEC, CCDC FTP, CCPS, Elite, Elite Rep (ISAT VM), GIS Gate, IWS Mugshots, JC Odyssey, JMS Report, OJ TCR (LVABIS), NOC Code Search, Inmate Summary, Web TCR application (ABIS), OnBase, OnBase Fingerprint LVSINS, Oracle SOA (CCIJIS), Staging Server, and xTag Client VM.
Inmate	Shall mean the person being booked that may require fingerprints or photo capture.
Security Roles	Security roles going forward will be IT Administrator, Application Administrator & Application Data Entry User.
Reporting	Filtering within WorkView provides configurable reporting and searching capabilities across all data elements including booking status and more. PROVIDER will work with LVMPD to determine required pre-defined filters while providing training on how users can create their own.
WorkView Filters	Shall mean the feature of OnBase WorkView where you can display a list of records that fit a particular status or condition. These are commonly used to clarify where in the process applications are. Filters can be secured individually as well.

C. SCOPE OF WORK

PROVIDER will provide the following implementation to replace the current DSD LVSINS Booking application. The following project phases will be defined, implemented, and tested with the following success criteria. This project is defined to replace the current application and its functions. All enhancements and process improvements beyond this scope of work will be documented and presented to COUNTY for consideration of a phase 2 solution after go-live of milestones defined in this SOW

Based on the evaluation of the original Milestone 1 -Scoping and Analysis and Milestone 2 – Business Requirements completed in June 2020, PROVIDER will utilize the below milestones to replace the DSD LVSINS Booking Application. PROVIDER will be onsite as an initial activity of this project to see demonstrations of the changes in the DSD LVSINS Booking Application documented in

NextGen 4.4.0.0- 4.5.0 documentation. PROVIDER will also be reviewing changes documented in Nextgen v4.6.0 during the same visit. PROVIDER will evaluate the impact to the design, budgetary implications, and any impacts to the timeline based on the NextGen changes.

During the delivery of the below milestones, all changes made to the existing DSD LVSINS Booking application will need to be documented and promptly brought to the attention of the Project Team and PROVIDER. When the Technical Design is complete and accepted, a process will exist to accommodate future changes. These changes could result in a Change Order and modifications to the original design and timeline.

1. System Setup – **Milestone 3** – 120 Hours

Details:

- PROVIDER will deploy the stand alone OnBase Solution.

- Solution will contain enterprise Users and Workview licensing including all the software core system licensing utilized by Las Vegas Metro PD in the existing system.
- A new OnBase environment will be configured. Appropriate test, staging, and production instances will be available once the system moves to production status.

Success Criteria:

- PROVIDER will complete the implementation and configuration of a new OnBase environment for DSD. Appropriate test, staging, and production instances will be available once the system moves to production status.

Assumption:

- The system deployment will be a fresh implementation with applications developed specifically for this implementation.
- No configuration will be carried over from the existing LVMPD OnBase system.
- No processes that currently exist in the LVMPD OnBase system will be transitioned to this OnBase system.

2. GIS Implementation – **Milestone 4** - 100 hours

Details:

- PROVIDER will deploy the capability of ESRI GIS Integration with OnBase ensuring one doc type is ESRI Integrated. This will be accomplished through the OnBase ESRI Widget build with the ESRI Server App Builder. Alternative Rest API and Feature layer approaches will be out of scope for this initial deployment but are possible to consider in the future and not required to meet the requirements of this project PROVIDER believes that LVMPD will have the ability to deploy significant benefit independently and only need PROVIDER for training and support.

Success Criteria:

- PROVIDER will complete the implementation and configuration of a new Test and Production OnBase environment with ESRI GIS Integration.

3. Technical Design – **Milestone 5**

Details:

- PROVIDER will create a Technical Design document to define the design of the solution.
- PROVIDER will review the technical design with LVMPD and CCDC.

Success Criteria:

- PROVIDER will work with LVMPD and CCDC to finalize the Technical Design Document until we receive signed design from LVMPD and CCDC to begin development.

4. Build User Data Entry Interface – **Milestone 6**

Details:

- PROVIDER will build the data entry screens and the data base to house the information required for all bookings.
- PROVIDER will build Workview Filters that will allow staff to know exactly where bookings are in the process.
- PROVIDER will build reports that will allow for monitoring of the booking process.
- PROVIDER will develop the ability to seal/unseal records.
- PROVIDER will develop the ability to merge and split records.

Success Criteria:

- PROVIDER successful unit test to be able to fully complete the data entry for each booking.
- PROVIDER successful unit test will be able to see filters of each status and search for completed records.
- PROVIDER successful unit test will be able to search by inmate and current status.
- PROVIDER successful unit test will be able to seal/unseal records.
- PROVIDER successful unit test will be able to merge and split records.

5. LVSINS Data Conversion – **Milestone 7**

Details:

- Define file and field specification required to import data into the Workview solution.
- Develop application to extract the data and format it into the file specification.
- Run test conversion of 1000 records.
- CCDC will be needed to assist on validating the data that is converted is correct.
- Evaluate the speed at which we can extract the data and develop the conversion plan for the move to production.

Success Criteria:

- Existing data in the current LVSINS Database will be successfully converted to the PROVIDER LVSINS system.
- LVMPD will sign off on the conversion plan.

6. Build Interfaces with External Systems – **Milestone 8**

Details:

- Based on the scoping and analysis summary report completed in June 2020, PROVIDER will develop interfaces as described below:

Replicable	DSD LVSINS Booking application LTCD CTC	3
External Systems requiring some Level of Effort by Requordit	ISAT, AFIS NEC, CCPS, Elite, Elite Rep (ISAT VM), GIS Gate, IWS Mugshots, JC Odyssey, JMS Report, OJ TCR (LVABIS), NOC Code Search, Inmate Summary, Web TCR application (ABIS), OnBase, OnBase Fingerprint LVSINS, Oracle SOA (CCIJS), Staging Server, and xTag Client VM.	18
No Level of Effort by Requordit	CCDC FTP	1

Note: In the event additional interfaces are needed, scoping and appropriate hours will be defined.

Success Criteria:

- LVMPD and CCDC will verify functionality of the interfaces.
- OnBase scripts that use the LVSINS data for lookups will function properly.
- LVMPD and CCDC will verify successful data exchange with external systems.

7. QA Testing and End User Documentation – **Milestone 9**

Details:

- PROVIDER will create documentation for the end users to process bookings.

- Will include – Processing bookings.
- Will include – Editing bookings.
- Will include - Management of the application for administrators.
 - Administration functions
 - Reporting
- LVMPD and CCDC will provide the QA scripts for testing.
- PROVIDER will execute Quality Assurance testing.
- PROVIDER will create documentation for IT support personnel.

Success Criteria:

- LVMPD and CCDC will receive the end user documentation.
- PROVIDER will document test condition results.
- LVMPD and CCDC will receive the IT support personnel documentation.

8. User Training – **Milestone 10**

Details:

- PROVIDER will perform end user training of the system.
 - Will include – Processing new bookings.
 - Will include – Editing bookings.
 - Will include - Management of the application for administrators.
 - Administration functions
 - Reporting
- PROVIDER will perform IT support personnel training.

Success Criteria:

- LVMPD and CCDC will be able to start User Acceptance Testing.
 - LVMPD and CCDC will be able to fully complete the data entry for each booking.
 - LVMPD and CCDC will be able to see filters of each status and search for completed records.
 - LVMPD and CCDC will be able to search by inmate and current status.

9. User Acceptance Testing – **Milestone 11**

Details:

- LVMPD and CCDC will perform their UAT testing.
- LVMPD and CCDC will log issues.

Success Criteria:

- LVMPD and CCDC will complete UAT.

10. Modification from UAT – **Milestone 12**

Details:

- PROVIDER will monitor issues list and update as needed.
- PROVIDER will resolve issues within scope found during UAT.
- LVMPD and CCDC will retest issues.

Success Criteria:

- LVMPD will sign off on UAT testing.

11. Move to production and Perform Production Conversion – **Milestone 13**

Details:

- PROVIDER and LVMPD will move the solution to Production.
- Perform migration of Workview code to production OnBase.
- Validate everything is functioning properly in Production.
- Perform data migration and conversion.

Success Criteria:

- LVMPD signs off that the solution has been successfully converted the new platform.

D. PROJECT TEAM

ROLE	PERSONNEL	RESPONSIBILITIES
Account Executive	David Wilding	<ul style="list-style-type: none"> • Chiefly responsible and accountable for the project's success. Provides guidance and input to project leadership and the Executive Steering Committee. • Offers resolution to critical solution issues. Review the integrity of the work performed. Resolves high-level management issues. • Responsible for outlining and addressing project goals, success criteria, and issues that may arise during implementation. • Ensures project plans and timelines are up to date.
Solution Architect	Brian Sullivan	<ul style="list-style-type: none"> • Responsible for the overall technical and process integration in the project. • Manages the quality of the execution surrounding project management, business process design, data conversion, integrated testing, and training and change management.

<p>Project Manager</p>	<p>Bambi Pilley</p>	<ul style="list-style-type: none"> • Formally defines project scope, plan, and completions sign-off. • Manages day to day project operations including implementation, system integrations and data conversions. • Allocates the deployment of PROVIDER resources. Approves and manages Project Change Requests.
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D. IMPLEMENTATION APPROACH

PROVIDER uses a unique team-based approach to meet our COUNTY'S needs. This team approach ensures that there is always someone available to help CCDC and LVMPD when it is needed. Our team will deliver the solution as indicated in the implementation schedule below. By assigning a team CCDC and LVMPD will always have many contact points ready to help when needed. Accountability is guaranteed.

Every project is comprised of stages that match our Proven Implementation Process, which includes the following:

- *Project Initiation.* Project Managers meet with COUNTY'S to develop a Solution Overview and Project Management Plan. The Solution Overview provides a synopsis of the technology, and how it will solve your business challenge. Project Management Plan covers the development of Project Charter, Project Plan, Resource Plan, Project Standards, Communication Plan, Change Control Procedures, and Issues and Risk Management Plan.
- *Project Requirements.* Project Managers and other team members will help translate the Solution Overview into an implementation roadmap by developing and assigning the tasks needed to build the solution. The Project Manager works closely with our COUNTY'S every step of the way by holding regular conference calls to discuss progress. The key deliverable in this phase is a Project Requirement (Blueprint) document.
- *Project implementation.* Our technical team works with the Project Managers to complete all the required technology tasks. Whether that involves configuration or writing code our developers work quickly and efficiently to deliver the solution on time. This section will deliver the developed solution ready for validation and testing.
- *Quality Assurance and Testing.* After development, the solution goes through a rigorous quality assurance and testing process to assure the software performs as requested. This stage will include the creation of the test plan and the execution of the tests to verify the adequacy and completeness of the solution.
- *Training and Customer Acceptance.* PROVIDER will develop a training plan and will hold training sessions for end users. This assures that not only does the solution meet their needs, but that it will be properly used. Aside from the actual training, this stage will include a complete acceptance signoff from the COUNTY.

E. TRAINING

Formal Training will be conducted on-site by PROVIDER in a train-the-trainer fashion to trainers identified by LVSINS group. There will be one class for the power users that will be helping with the UAT process once initial development is complete. We will also provide one class of end user training just prior to the move to production. Additionally, we will provide administrative training to 4 people who will be responsible for maintaining the solution.

3 Types of Training

- Normal End Users
- App Admin / Power Users
- IT Support Personnel

PROVIDER will be training the administrators on the system who will become your go forward source for assistance and additional training. We will be providing two training sessions scheduled Monday to Friday to be attended by ten attendees per class (total of twenty participants). The training will be Train-the-trainer to allow the attendees to continue in-house training. Training courses will be recorded, and the videos provided.

WORK ORDER

Change Control Procedures

Per Section IV: Changes to Scope of Work.

EXHIBIT B

DETENTION SERVICES DIVISION BOOKING LAS VEGAS SHERRIFF'S IDENTIFICATION SYSTEMS SUPPORT AND MAINTENANCE SERVICES

a. **Description of Support and Maintenance Services.** PROVIDER will provide COUNTY with routine maintenance and support services, which may include upgrade support and/or technical assistance in error correction related to the Third Party Product identified in the SOW, from 7:30am (Central Time) through 6:00pm (Central Time), excluding Saturday, Sunday and any holidays recognized in the United States (collectively, "**Business Hours**") via telephone at 312-332-9200 x3 or e-mail at support@REQUORDIT.com; provided that COUNTY pays PROVIDER the applicable fees related to the Support and Maintenance Services for the Third-Party Product as described herein and in the SOW. Any Support and Maintenance Services provided After Hours will be \$225 per hour. "**After Hours**" means 6:01pm (Central Time) through 7:29am (Central Time), Saturday, Sunday and holidays recognized in the United States.

b. In the event PROVIDER provides more than twenty five (25) hours of Support and Maintenance Services to COUNTY for two (2) consecutive months, then COUNTY acknowledges and agrees that COUNTY will be required to enter into a scope of work with PROVIDER for Managed Services (as defined in the Contract and further described in a scope of work entered into between the parties).

COUNTY acknowledges that if it requests on-line support, then COUNTY shall be required to install or allow a suitable connection method such as Citrix, Terminal Services, or other remote connectivity software as specified by PROVIDER and is responsible for establishing an adequate or dedicated connection with PROVIDER. All support policies and procedures are detailed in the PROVIDER'S help desk plan at <https://requordit.com/about-requordit/ClientServices.pdf>, which may be changed from time to time by PROVIDER in its sole and absolute discretion. PROVIDER will use commercially reasonable efforts to respond to COUNTY during Business Hours within sixty (60) minutes from PROVIDER'S receipt of COUNTY'S request. If COUNTY contacts PROVIDER related to a critical issue, as determined by PROVIDER in its sole and absolute discretion, then PROVIDER shall use commercially reasonable efforts to respond to COUNTY more quickly.

PROVIDER will track incidents and may be accessed by COUNTY via PROVIDER'S client portal site at <https://access.requordit.com/>. In such portal, COUNTY shall have the ability to view the status of pending requests in real time.

When contacting PROVIDER regarding Support and Maintenance Services, please provide the following information:

- COUNTY name
- Contact name
- Phone number and email address
- A brief but as detailed as possible description of the issue:
 - Describe the urgency of the issue
 - Does this affect more than one workstation?
 - Are the network and servers that are part of the PROVIDER Solution functioning properly?
- Product(s)
- Product version
- Operating System

- Operating System Build
- Operating System Service Pack

In order to maintain the integrity and proper operation of the PROVIDER Materials, Work Product and Third-Party Products (as applicable to the Services provided pursuant to the SOW), COUNTY agrees to implement, in the manner instructed by PROVIDER, all error corrections, enhancements, or improvements provided to COUNTY by PROVIDER hereunder. COUNTY'S failure to do so shall relieve PROVIDER of any responsibility or liability whatsoever for any failure or malfunction, but in no such event shall COUNTY be relieved of the responsibility for the payment of any fees and charges due hereunder. To the extent applicable, PROVIDER will provide COUNTY with updates and enhancements to the PROVIDER Materials, Work Product and Third-Party Products generally made available to its other customers (as applicable). Notwithstanding anything herein or in the Contract to the contrary, the Support and Maintenance Services do not include (i) any customizations developed by PROVIDER for COUNTY, (ii) modifications required as a result of COUNTY'S acts or omissions, (iii) implementation of upgrades requested by COUNTY, or (iv) for any modifications requested by COUNTY, and the foregoing services shall be provided at PROVIDER'S then-current rates unless otherwise agreed upon in an SOW. If, during the provision of Support and Maintenance Services, PROVIDER determines that professional services are required to fix the issue, then the parties will work in good faith to enter into a scope of work to memorialize such Professional Services, fees and related terms and conditions.

b. Support and Maintenance Services Term. PROVIDER will commence the Support and Maintenance Services on the date the Third-Party Product is activated within COUNTY'S system and shall continue thereafter until COUNTY provides PROVIDER thirty (30) days prior written notice of its intent to terminate the Support and Maintenance Services; provided that COUNTY pays PROVIDER the applicable fees for Support and Maintenance Services in accordance with the terms and conditions set forth in Exhibit D.

EXHIBIT C
DETENTION SERVICES DIVISION BOOKING LAS VEGAS SHERIFF'S IDENTIFICATION SYSTEMS
INSURANCE REQUIREMENTS

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

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-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. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'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, PROVIDER 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, PROVIDER 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 PROVIDER 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:** PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Cyber Liability:** PROVIDER shall obtain and maintain with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering,

infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

1. The Policy shall include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

- K. **Workers' Compensation:** PROVIDER 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 PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER 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.
- L. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- M. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- N. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- O. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **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
- Q. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'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. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)

8. Cyber Liability (Per Occurrence)
9. Description: CBE or RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
10. 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
11. Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

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.

**EXHIBIT D
DETENTION SERVICES DIVISION BOOKING LAS VEGAS SHERIFF'S IDENTIFICATION SYSTEMS
MILESTONES**

Professional Services

DSD LVSINS Booking Application Implementation Plan												
Task Name	Hours	Total Price	Milestone	Nov, 2021	Dec, 2021	Jan, 2022	Feb, 2022	Mar, 2022	Apr, 2022	May, 2022	June, 2022	2022-2023
FY 21-22												
SaaS Software		\$ 49,950.00		\$ 49,950.00								
System Setup	120	\$ 21,000.00	III	\$ 10,500.00	\$ 10,500.00							
ESRI Addition	100	\$ 17,500.00	IV		\$ 17,500.00							
Technical Design	163	\$ 28,525.00	V		\$ 9,508.33	\$ 9,508.33	\$ 9,508.33					
Build User Data Entry Interface	360	\$ 63,000.00	VI					\$ 21,000.00	\$ 21,000.00	\$ 21,000.00		
LVSINS Data Conversion	228	\$ 40,025.00	VII							\$ 20,012.50	\$ 20,012.50	
21-22 Year Subtotal		\$ 220,000.00										
FY 22-23												
SaaS Software		\$ 270,000.00										\$ 270,000.00
NextGen Implementation	100	\$ 17,500.00										\$ 17,500.00
LVSINS Data Conversion	172	\$ 29,975.00	VII									\$ 29,975.00
Build Interfaces with External Systems	1718	\$ 300,650.00	VIII									\$ 300,650.00
QA Testing and End User Documentation	293	\$ 51,275.00	IX									\$ 51,275.00
User Training	24	\$ 4,200.00	X									\$ 4,200.00
User Acceptance Testing	24	\$ 4,200.00	XI									\$ 4,200.00
Modification from UAT	322	\$ 56,350.00	XII									\$ 56,350.00
Move to Production (Test)	94	\$ 16,450.00	XIII									\$ 16,450.00
22-23 Year Subtotal		\$ 750,600.00										
Total	3718	\$ 970,600.00		\$ 60,450.00	\$ 37,508.33	\$ 9,508.33	\$ 9,508.33	\$ 21,000.00	\$ 21,000.00	\$ 41,012.50	\$ 20,012.50	\$ 750,600.00

Five Year Summary

Software

Las Vegas Metro Police Department - DSD LVSINS Project Licensing				
Type of access license	Quantity	Unit Price	Ext Price	Annual Subscription
Concurrent User (CTIPC3)	250	\$ 1,000.00	\$ 250,000.00	\$ 120,000.00
Concurrent Workflow User (WLIPC4)	125	\$ 1,400.00	\$ 175,000.00	\$ 84,000.00
Concurrent Workview User (VLIPC4)	125	\$ 1,100.00	\$ 137,500.00	\$ 66,000.00
Annual Ongoing				\$ 270,000.00
First Year Phased Payment				\$ 49,950.00

Five Year Summary

5 Year Contract Proposal	Year 1	Year 2	Year 3	Year 4	Year 5	Contract Value
Software Licenses	\$ 49,950.00	\$ 270,000.00	\$ 270,000.00	\$ 270,000.00	\$ 270,000.00	\$ 1,129,950.00
Other Items	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services	\$ 170,050.00	\$ 480,600.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00	\$ 770,650.00
Total	\$ 220,000.00	\$ 750,600.00	\$ 320,000.00	\$ 305,000.00	\$ 305,000.00	\$ 1,900,600.00

Milestone billing will be used in Year's 1 & 2 of the project development. Years 3,4,5 will be using the hourly rate of \$175 per hour for the professional Services. Professional Services change orders for year 1 & 2 will have an hourly rate of \$175.

EXHIBIT E
DETENTION SERVICES DIVISION BOOKING LAS VEGAS SHERRIFF'S IDENTIFICATION SYSTEMS
END USER LICENSE AGREEMENT FOR SUBSCRIPTION SOFTWARE

This End User License Agreement for Subscription Software ("EULA") is made between Requordit, Inc. a fully authorized Licensor of Hyland Software's OnBase Products ("PROVIDER"), 1325 Tri-State Parkway, Suite 110 Gurnee IL 60031 and Clark County Nevada ("COUNTY"), 330 S. First Street, Las Vegas, Nevada 89101, with respect to the licensing of the Hyland's proprietary software products described on Schedule A attached hereto, including, in each case, third party software bundled by PROVIDER as part of a unified product ("Software").

DEFINED TERMS: All capitalized terms used in this EULA shall have the meaning ascribed them in this EULA.

"Delivery" means: (i) the electronic downloading of the Software onto COUNTY'S systems, (ii) the Software being made available by PROVIDER to COUNTY for electronic download onto COUNTY'S systems; or (iii) the delivery by PROVIDER to COUNTY of a Production Certificate for such Software module(s) by PROVIDER either shipping (physically or electronically) the Production Certificate to COUNTY or making the Production Certificate available for electronic download by COUNTY (including through one of PROVIDER'S authorized solution providers).

"Documentation" means: (1) to the extent available, the "Help Files" included in the Software, or (2) if no such "Help Files" are included in the Software, such other documentation published by PROVIDER, in each case, which relate to the functional, operational or performance characteristics of the Software.

"Date of Award" means the date this EULA is signed by the last party that signs this EULA, as determined based upon the dates set forth after their respective signatures.

"Maintenance and Support" means the maintenance and support for the Software provided to the COUNTY in relation to the Software by Solution Provider under the Subscription Agreement.

"Production Certificate" means: license codes, a license certificate, or an IFM file issued by PROVIDER and necessary for COUNTY to activate Software for COUNTY'S production use.

"Prohibited Act" or "Prohibited Acts" means any action taken by COUNTY that is: (i) in violation of Section 1 of this EULA; (ii) contrary to or in violation of Section 2 of this EULA.

"Solution Provider" means the authorized solution provider of PROVIDER through which COUNTY has subscribed for the Software.

"Subscription Agreement" means the Contract entered between COUNTY and Solution Provider for Maintenance and Support of the Software licensed under this EULA.

"Subscription Fees" means periodic fees for the licensing of Software and Maintenance and Support as mutually agreed between COUNTY and Solution Provider and payable by COUNTY to Solution Provider, unless otherwise notified by PROVIDER to COUNTY.

"Retired Software" means, at any particular time during a maintenance period covered by the Subscription Agreement, any Software product or version of the Software licensed by COUNTY from PROVIDER under this EULA which is identified as being retired on PROVIDER'S applicable secure end user web site. PROVIDER will specify on its end user web site Software modules or versions which become Retired Software. The effective date of such change will be twelve (12) months from the date PROVIDER initially posts the status change on its end user web site, and COUNTY will receive notice as a registered user of PROVIDER'S applicable secure end user web site.

1. LICENSE:

1.1 Subject to COUNTY'S payment in full of the Software Subscription Fees to Solution Provider, and subject further to COUNTY'S compliance with this EULA, PROVIDER grants to COUNTY a revocable, non-exclusive, non-assignable (except as provided in this EULA), limited license to the Software, in machine-readable object code form only and associated Documentation; in each case, solely for use:

(a) by COUNTY internally, and only for storing, processing and accessing COUNTY'S own data; and

(b) subject to Section 1.7 below, by a third party contractor retained by COUNTY as a provider of services to COUNTY ("PROVIDER"), but only by the PROVIDER for capturing, storing, processing and accessing COUNTY'S own data in fulfillment of the PROVIDER'S contractual obligations as a service provider to COUNTY.

The Software and associated Documentation are licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. COUNTY shall not make any use of the Software or associated Documentation in any manner not expressly permitted by this EULA. Software subject to a regulatory control may only be installed in the country identified as the end user location in the purchase order. The Software may be located and hosted on computer servers owned and controlled by a third party. Such third party hosting provider shall be considered a PROVIDER, and subject to the requirements of Section 1.7 below.

1.2 Use Restriction. Each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and the Software may control such use. Software products that are volume-based may: (i) no longer function if applicable volume limits have been exceeded; (ii) require COUNTY to pay additional fees based on COUNTY'S volume usage; and/or (iii) include functionality which monitors or tracks COUNTY'S usage and reports that usage. COUNTY may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. COUNTY is prohibited from using any software other than the software COUNTY modules or a Software application programming interface ("API") to access the software or any data stored in the software database for any purpose other than generating reports or statistics regarding system utilization, unless PROVIDER has given its prior written consent to COUNTY'S use of such other software and COUNTY has paid the Subscription Fees with respect to such access. COUNTY further agrees that the software shall not be copied and installed on additional servers unless COUNTY has purchased a license therefore, and the number of users of the Software shall not exceed the number of users permitted by the Software Client licenses purchased by COUNTY.

1.3 Production and Test Systems. COUNTY shall be entitled to use one (1) production copy of the Software licensed and one (1) additional copy of the production environment licensed Software for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. Subject to the payment of any additional applicable license fees or subscription fees, COUNTY shall be entitled to license a reasonable number of additional copies of the production environment licensed Software to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by COUNTY under this EULA, and training COUNTY'S employees on the Software ("Test Systems"). COUNTY may be required to provide to PROVIDER certain information relating to COUNTY'S intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. PROVIDER reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. COUNTY'S sole recourse in the event of any dissatisfaction with any Software in any non-production system is to stop using such Software and return it to PROVIDER. COUNTY shall not make any copies of the Software not specifically authorized in this Section 1.3.

1.4 Evaluation Software. From time to time COUNTY may elect to evaluate certain Software modules ("Evaluation Software") for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for COUNTY'S use in a non-production environment. Notwithstanding anything to the contrary, as to any Evaluation Software, the limited license granted hereby will terminate on the earliest of: (a) last day of the evaluation period specified in the accepted purchase order delivered for such Evaluation Software; or (b) immediately upon the delivery of written notice to such effect by PROVIDER to COUNTY. Upon termination or expiration of such period, COUNTY immediately shall either (y) discontinue any and all of use of the Evaluation Software and related Documentation and remove the Evaluation Software; or (z) deliver a purchase order for the purchase of such Evaluation Software.

1.5 Third Party Licenses. The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, COUNTY acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software or upon request) may grant you additional rights to such open source software.

1.6 Integration Code. If applicable, Software also includes all adapters or connectors created by PROVIDER and provided to you by PROVIDER as part of an integration between the Software and a third party line of business application ("Integration Code"). Software also includes any desktop host or other content services software provided by PROVIDER and downloaded on a COUNTY'S computer used to extend functionality in PROVIDER's products. Such Integration Code and desktop host may only be used in combination with other Software and in accordance with the terms of this EULA.

1.7 PROVIDER Use Agreement. COUNTY agrees that if it desires to allow a PROVIDER to do any of the following:

- (a) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs");

(b) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or

(c) access any of PROVIDER'S secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and hyland.com/Community), either through PROVIDER'S use of COUNTY'S own log-in credentials or through credentials received directly or indirectly by PROVIDER;

then, COUNTY must cause such PROVIDER to execute a use agreement in a form available for download at PROVIDER'S Community website ("PROVIDER Use Agreement"). COUNTY understands and agrees that: (x) COUNTY may not allow a PROVIDER to do any of the foregoing if such PROVIDER has not signed a PROVIDER Use Agreement, and (y) PROVIDERS may use the Software only in compliance with the terms of this EULA, and (z) COUNTY is responsible for such compliance by all PROVIDERS that do not execute a PROVIDER Use Agreement.

1.8 No High Risk Use. The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). COUNTY is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, as an information resource for medical professionals, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non- controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. COUNTY agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use."

1.9 Audit Rights. Upon reasonable notice to COUNTY, PROVIDER shall be permitted access to audit COUNTY'S use of the Software solely in order to determine COUNTY'S compliance with the licensing and pricing terms of this EULA, including, where applicable, to measure COUNTY'S volume usage. Additionally, if requested by PROVIDER in connection with Software licensed on a volume basis, COUNTY shall provide reports that show COUNTY'S volume usage. COUNTY shall reasonably cooperate with PROVIDER with respect to its performance of such audit. COUNTY acknowledges and agrees that COUNTY is prohibited from publishing the results of any benchmark test using the Software to any third party without PROVIDER'S prior written approval, and that COUNTY has not relied on the future availability of any programs or services in entering into this EULA.

1.10 AnyDoc. The optional AccuZip component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under Contract from the United States Postal Service (USPS) and must be kept current via an update plan provided by Solution Provider to maintain COUNTY'S continued right to use. The USPS has contractually required Solution Provider to include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Solution Provider regularly updates the zip code list as part of Maintenance and Support for the AccuZip module.

1.11 The Software may contain functionality that allows COUNTY to access, link or integrate the Software with COUNTY'S applications or applications or services provided by third parties. PROVIDER has no responsibility for such applications or services, websites or content and does not endorse any third party web sites, applications or services that may be linked or integrated through the Software; any activities engaged in by COUNTY with such third parties is solely between COUNTY and such third party.

1.12 With respect to certain Software products licensed for use in a healthcare setting, pricing for such Software is based upon the number of Studies and Non-DICOM Objects that are generated annually by COUNTY using the Software and pricing will be adjusted based on such usage. For the purposes of this EULA, "Study" or "Studies" means a collection of one of or more images generated for a single patient which is identified by a study instance unique identifier (SUID) and "Non-DICOM Object" means a collection of one of or more images or documents which are not identified by an SUID and are stored as a single file. For clarification, the number of Studies and Non-DICOM does not include any pre-existing Studies that are migrated into the Software. During the term of the EULA, following receipt of a written request from PROVIDER, COUNTY shall promptly provide to PROVIDER reasonable access to PROVIDER to enable PROVIDER to report to COUNTY in writing the number of Studies and Non-DICOM Objects generated by COUNTY during the reporting period identified by PROVIDER (the "PROVIDER Reported Number"). COUNTY shall have the right to review and object in writing to such PROVIDER Reported Number. If COUNTY objects to the PROVIDER Reported Number, the parties shall cooperate in good faith to attempt to resolve the dispute within thirty (30) days of COUNTY'S objection. If, within sixty (60) days of COUNTY'S objection, the parties are not able to resolve the dispute, either party may submit such dispute to a mutually agreed upon independent third party, who shall act as an independent consultant ("Independent Consultant"). The Independent Consultant shall determine the procedure to be followed to resolve the dispute and the parties shall provide to the Independent Consultant such information, and access to such records, as the Independent Consultant may request in connection with its review. The Independent Consultant shall report in writing to PROVIDER and COUNTY a calculation of the number of Studies and Non-DICOM Objects for such reporting period in accordance herewith as promptly as practicable, and such determination shall be final, binding and conclusive as to the parties. All fees and disbursements of the Independent Consultant for services rendered shall be shared equally by PROVIDER and COUNTY. As used herein, the number of Studies and Non-DICOM Objects resulting from the process described above shall be final and binding upon PROVIDER and COUNTY.

2. OWNERSHIP AND PROHIBITED CONDUCT:

2.1 Ownership. PROVIDER and its suppliers own the Software and Documentation, not including this service Contract, EULA and statement of works, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Software and Documentation are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software or Documentation are transferred to COUNTY. COUNTY agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software or Documentation, except for the limited express rights granted in this EULA. COUNTY acknowledges and agrees that, with respect to PROVIDER'S end users generally, PROVIDER has the right, at any time, to change the specifications and operating characteristics of the Software and PROVIDER'S policies respecting upgrades and enhancements (including but not limited to its release process). THIS EULA IS NOT A WORK-FOR-HIRE AGREEMENT. At no time shall COUNTY file or obtain any lien or security interest in or on any components of the Software or Documentation.

2.2 Prohibited Conduct. COUNTY agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Software or Documentation; (b) sell, transfer, rent, lease or sub-license the Software or Documentation; (c) alter or modify the Software or Documentation; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software or Documentation, or prepare derivative works therefrom.

3. INSTALLATION; DELIVERY OF HASPS AND CDS: COUNTY may retain PROVIDER or the Solution Provider to provide installation services. If PROVIDER is retained, the parties will enter into a separate work Contract governing the procurement and performance of such services. COUNTY is responsible for hardware and non-licensed software for the installation, operation and support of the Software. Delivery of HASPs and CDs, if any, shall be F.O.B. PROVIDER'S offices in Westlake, Ohio, USA.

4. LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES:

4.1 Software Warranty. For a period of sixty (60) days from and including the date a Software module has been Delivered to COUNTY, PROVIDER warrants to COUNTY that such Software module, when properly installed and properly used, will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and PROVIDER shall have no liability for any non-conformity related to: (a) any Retired Software modules; or (b) any Software module that has been (i) modified by COUNTY or a third party, (ii) used in combination with equipment or software other than that which is consistent with the Documentation, or (iii) misused or abused.

4.2 Remedy. PROVIDER'S sole obligation, and COUNTY's sole and exclusive remedy, for any non-conformities to the express limited warranties under Section 4.1 shall be as follows: provided that, within such applicable period, COUNTY notifies PROVIDER in writing of the non-conformity, PROVIDER will either (a) repair or replace the non-conforming Software module, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if PROVIDER determines that repair or replacement of the Software module is not practicable, then terminate this EULA with respect to the non-conforming Software module, in which event, upon compliance by COUNTY with its obligations under Section 6 of this EULA, PROVIDER will refund any portion of the Subscription Fees paid prior to the time of such termination with respect to such Software.

4.3 EXCEPT FOR THE WARRANTIES PROVIDED BY PROVIDER AS EXPRESSLY SET FORTH IN THIS EULA, PROVIDER AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE. PROVIDER AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. PROVIDER AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL SATISFY COUNTY'S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE PROVIDED UNDER THIS EULA WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS EULA, PROVIDER DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

4.4 COUNTY SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES.

4.5 PROVIDER MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE "AS IS."

4.6 No oral or written information given by PROVIDER, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this EULA is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of PROVIDER by a corporate officer.

5. LIMITATIONS OF LIABILITY: IN NO EVENT SHALL PROVIDER'S (INCLUDING ITS SUPPLIERS') AGGREGATE LIABILITY UNDER THIS EULA EXCEED NO MORE THAN TWICE THE ACTIVE TERM OF THE SUBSCRIPTION FEE APPROVED AND APPROPRIATED BY THE COUNTY TO PROVIDER IMMEDIATELY PRECEDING THE OCCURRENCE OF AN EVENT THAT GIVES RISE TO ANY LIABILITY OF PROVIDER. IN NO EVENT WILL PROVIDER OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR ANY USE OR INABILITY TO USE THE SOFTWARE, OR ANY TYPE OF CLAIM FOR LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR CLAIMS BY THIRD PARTIES, EVEN IF PROVIDER OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

FOR COUNTYS THAT PROVIDE HEALTHCARE SERVICES: IF COUNTY USES THE SOFTWARE IN A CLINICAL SETTING, COUNTY ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT INTENDED TO SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE COUNTY'S USERS OF THE SOFTWARE.

6. TERM AND TERMINATION:

6.1 Term. As noted in Section I of the service Contract.

6.2 Survival of Certain Obligations. All provisions of this EULA, which by their nature extend beyond the expiration or termination of this EULA will survive and remain in effect until all obligations are satisfied, including, but not limited to all disclaimers of warranties, confidentiality obligations and limitations of liability set forth in this EULA.

6.2.1 Effects or Consequences of Termination. Upon any termination of this EULA for any reason, any license to use the Software will automatically terminate without other or further action on the part of any party; and COUNTY shall immediately: (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation to PROVIDER, or (2) with the prior permission of PROVIDER, destroy the Software and Documentation and certify in writing to PROVIDER that COUNTY has completed such destruction.

7. SEVERABILITY: In the event that any term or provision of this EULA is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing

sentence, in the event any provision of this EULA is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provisions of this EULA.

8. **NOTICES:** As noted in Section XI in the service Contract.

9. **GOVERNING LAW:** As noted in Section XII, Miscellaneous, F in the service Contract.

10. **INTEGRATION:** This Contract, including any and all exhibits and schedules referenced herein, set forth the entire Contract and understanding between the parties pertaining to the subject matter and merges and supersedes all prior Contracts, negotiations and discussions between them on the same subject matter. COUNTY acknowledges and agrees in entering into the Contract and its purchases hereunder are not contingent on the availability of any future functionality, features, programs, or services. This Contract may only be modified by a written document signed by duly authorized representatives of the parties. This Contract shall not be supplemented or modified by any course of performance, course of dealing or trade usage. COUNTY and PROVIDER specifically acknowledge and agree that any other terms varying from or adding to the terms of this Contract whether contained in any purchase order or other electronic, written or oral communication made from COUNTY to PROVIDER are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Contract will prevail over any conflicting stipulations contained or referenced in any other document.

11. **U.S. GOVERNMENT END USERS:** To the extent applicable to COUNTY, the terms and conditions of this Contract shall pertain to the U.S. Government's use and/or disclosure of the Software and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the Delivery of the Software, the U.S. Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL U.S. federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the U.S. Government's needs or is inconsistent in any respect with Federal law, the U.S. Government agrees to return this Software to PROVIDER. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or Documentation by the U.S. Government is subject solely to the terms of this Contract, as stated in DFARS 227.7202, and the terms of this Contract shall supersede any conflicting contractual term or conditions.

12. **EXPORT:** The Software and Documentation provided under this EULA are subject to export control laws and regulations of the United States and other jurisdictions. COUNTY agrees to comply fully with all relevant export control laws and regulations, including the regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software or Documentation is not exported in violation of United States of America law or laws and regulations of other jurisdictions. COUNTY agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, Iraq, North Korea, Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. COUNTY shall not use the Software or Documentation for any prohibited end uses under applicable laws and regulations of the United States and other jurisdictions, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America and other jurisdictions.

13. THIRD PARTIES: Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this EULA; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this EULA as it applies to their respective software products.

14. CONFIDENTIAL INFORMATION:

14.1 "Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this EULA by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without reference to the other party's information.

14.2 Each party agrees that, with respect to the Confidential Information of the other party, or its affiliates, such party as a recipient shall use the same degree of care to protect the other party's Confidential Information that such party uses to protect its own confidential information, but in any event not less than reasonable care; and not use or disclose to any third party any such Confidential Information, except as may be required by law or court order or as provided under this EULA, including Nevada law. COUNTY agrees to take all reasonable steps to protect all Software, and any related Documentation, delivered by PROVIDER to COUNTY under this EULA from unauthorized copying or use. Each party shall be liable and responsible for any breach of this Section 14 committed by any such party's employees, agents, consultants, PROVIDERS or representatives.

15. INJUNCTIVE RELIEF: The parties to this EULA recognize that a remedy at law for a breach of the provisions of this EULA relating to Confidential Information and intellectual property rights will not be adequate for the aggrieved party's protection and, accordingly, the aggrieved party shall have the right to seek, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this EULA.

SCHEDULE A
TO
EULA

1. Software licensed for use pursuant to the EULA:

(a) Software modules with respect to which COUNTY properly submits a written purchase order to the Solution Provider and agrees to pay Subscription Fees under the Subscription Agreement. All such modules accurately listed on COUNTY'S properly submitted written purchase order(s) shall, upon commencement of payment of the Subscription Fees for such Software modules under the Subscription Agreement, automatically be deemed to be added to the Software listed on this Schedule A, whether or not the parties actually amend the form of this Schedule A.

(b) All "Upgrades or Enhancements" to the Software described in paragraph (a) above that COUNTY properly obtains pursuant to the terms of the Subscription Agreement.

2. Payment of Subscription Fees: Unless and until PROVIDER notifies COUNTY in writing to the contrary, (a) the Subscription Fees due and payable by COUNTY shall be mutually agreed upon by COUNTY and the Solution Provider from which COUNTY ordered the Software; and (b) COUNTY is authorized to make and agrees to make any and all payments of such Subscription Fees to the Solution Provider pursuant to such payment terms as COUNTY shall have mutually agreed to with Solution Provider.