AMENDMENT NO. 1
CBE NO. 606874-23
Multi Agency Mass Casualty Incident and VSRC Case Mgmt Blueprint Strategy Services

THIS AMENDMENT is made and entered into this _____ day of _____ 20____, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and CARAHSOFT TECHNOLOGY CORPORATION (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE Number 606874-23, entitled "Multi Agency Mass Casualty Incident and VSRC Case Mgmt Blueprint Strategy Services" dated September 29, 2023 (hereinafter referred to as CONTRACT); and

WHEREAS, the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. Title of Contract, "Multi Agency Mass Casualty Incident and VSRC Case Mgmt Blueprint Strategy Services", is replaced in its entirety with the following: "Multi Agency Mass Casualty Incident and Regional Recovery Organization Case Management Blueprint Strategy Services".

2. Replace the following: "Vegas Strong Resiliency Center (VSRC)" with "Regional Recovery Organization (RRO)", in all applicable areas of the Contract.

3. Add Exhibit E in its entirety, attached hereto.

4. Add Exhibit F in its entirety, attached hereto.

5. Add Exhibit G, Business Associate Agreement, attached hereto.

This Amendment No. 1 represents an increase of $758,444.80.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

COUNTY:
COUNTY OF CLARK, NEVADA

PROVIDER:
CARASOFT TECHNOLOGY CORPORATION

By: _____
JESSICA COLVIN
Chief Financial Officer

By: *Kristina Smith*   2/13/24
KRISTINA SMITH
Contract Director

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: *Jason Patchett*
Jason Patchett (Feb 20, 2024 10:19 PST)

JASON B. PATCHETT
Deputy District Attorney

EXHIBIT E

Project Objective

The project objective is to provide additional enhancements and capabilities to the Clark County Information Technology (CCIT) and Regional Recovery Organization ("RRO") with a Multi-Agency Impacted Persons Database (IPD) Solution.

Statement of Work

The project scope proposed in this document describes the use cases, assumptions, and in scope requirements for the following key updates:

1. General Case Management enhancements (services only)
2. Dashboards and reporting enhancements (subscription & services)
3. Call Center Solution & capabilities (subscription & services)
4. Missing Person Search (AI powered) (subscription & services)

A subscription to mavQ is required for items 2, 3, and 4 above. The mavQ subscription is out of scope for this SOW and is referenced in Exhibit F attached hereto.

General Case Management Enhancements

The enhancements will include story prioritization, Sprint Planning, Sprint Development, User Acceptance Testing (UAT), Training, GoLive and Release Notes. Weekly status reports and standup meetings will be conducted to ensure that the project is tracking towards the defined project plan.

Sprint Demos will be performed to pre-identified project stakeholders after the completion of each sprint.

MTX and Client agree that the scope for this SOW is defined by the stories below.

Story #	Priority	Story Name	Story Details
S-59176	P1	Missing Person AI Suggestion Model	The Missing Person Search AI Suggestion Model will be a machine learning based model that will enable users to receive the most likely matches when searching any specific case in the system.
S-59446	P1	DataX for advanced dashboard/visualizations/reporting	DataX dashboards and reports will allow users to build custom reports and dashboards and update them over time.
S-59447	P1	CXC	The Customer Experience Cloud (CXC) will allow call center agent users to take calls and log data into the system directly from their computers.
	P1	Integrations	Not included in this Statement of Work
S-59450	P1	NV Clark County MCI – Dedupe Logic	The system will implement dedupe logic so that duplicate cases and contacts aren't created automatically in the system.
S-55154	P1	Automated Emails	The system will send automated emails so specific users can be alerted to updates in cases and case assignments.
S-59179	P1	Audit History for All Case/Contact Records	Audit History will allow users to see the historical data on a case or contact record so they can see any updates that were made and when they happened.
S-59445	P1	Security Testing	Security testing will be an extensive end to end testing of the system to ensure it is fully secure.
S-59175	P1	Related Contacts on Contact Record	Contact records will display data on "Related Contacts," so users can see which contacts are on the same cases as the primary contact record you are on.
S-59180	P1	Missing Person Compare Screen for Search	The missing person search screen will have a compare pop up screen that will allow a user to select two cases and see a side by side comparison of all fields in order to analyze the potential match in a more efficient way.
S-59520	P1	Hospital Upload Enhancements	The hospital upload process will allow multiple spreadsheet uploads with different field types that can all map to the same fields in the system .

S-59368	P1	Public Portal Update	This story will allow the public portal to have multiple functions. The enhancement will allow them to log their own contact information while at the IFAC to cut down wait times or report a missing person.
S-60179	P1	VOCA Reporting	This story is adding the ability to pull a Victims of Crime Act (VOCA) Fund report. The report will roll up data for individuals who received services during the time period selected by the user.
S-59285	P2	Log Victim Services from Communications	When creating a communication record in the system the user will also be able to create a victim service at the same time.
S-59286	P2	NV Clark County MCI – Related Tab	The related tab will be a summary page for users to see all records related to the case on one page.
S-59294	P2	Time Tracking	The time tracking tool will allow a user to log how much time they have spent on a case.
S-59280	P2	Missing Person Search Screen Enhancements	The missing person search screen enhancements will allow users to remove cases from the search list so that as cases are ruled out they will no longer show up in the potential matches list.
S-59362	P3	Add New Contact from case – navigate back to case with new contact added in	When a user is creating a new case and searching for a primary victim and clicks "Add Contact" it will allow them to add a new contact to the system. Upon creation of the new contact they will navigate back to the create case screen with the contact added to the primary victim field.
S-59363	P3	User inactivated should be logged out	If a user is inactivated then they will also be automatically logged out if they are still logged in.
S-59364	P3	Pin List View	Pin list view will enable users to pin which case list view they want to show up as default when they navigate to cases.
S-59365	P3	User Profile Pop Up – all user info and log out button	All user info and the log out button will exist in a user profile that can be accessed on the top right of the IPD.
S-59367	P3	Images/Videos on Notes	Images and videos can be added to a note.
S-59369	P3	Email Case Manager	Email icons will be added next to specific user names

			in the system, so that users can directly email other users from the system without having to search for their email addresses.
S–59366	P3	Mass Email	Users can send a bulk email out to all email addresses that come from a case or contact search in the reporting section.
NA	NA	Training	• Up to 100 hours train the trainer services • Videos, guides, and virtual meetings will be provided in train the trainer services

Maintenance and Operations Support

MTX will remain engaged to provide maintenance and operations (M&O) support for the RRO Case Management solution. The M&O will be provided on a Time and Material (T&M) basis and invoiced monthly and due net 30 days after the date of invoice. M&O activities will not exceed 500 hours and will require the approval of CCIT prior to beginning those activities. M&O activities may include, but are not limited to the following:

- Break fix support of the IPD Case Management application
- AWS set up, troubleshooting, architecture support and administrative support.
- User creation and password support.
- Additional or re-training beyond the hours included in the IPD Case Management deliverable.
- Small enhancements that are equal to or less than 16 hours of effort.

Dashboards & Reporting Enhancements

DataX will allow users to build custom reports and dashboards. Users will be able to change report data over time, create new reports, and show visualizations of those reports on custom built dashboards.

Feature	Scope	Additional Comments
Report Builder	Tool to custom build reports using the IPD data.	No reports will be preconfigured. Only implementing the tool itself is covered in this SOW.

Dashboard Builder	Tool to custom build dashboards and visualize the reports that have been built.	No dashboards will be preconfigured. Only implementing the tool itself is covered in this SOW.
Training	MTX to provide up to three 1 hour train the trainer sessions	

Call Center Solution & Capabilities

The Customer Experience Cloud (CXC) will allow call center agent users to take calls and log data into the IPD system directly from their computers. The remote call center capabilities will also allow for virtual chats to happen with agents as well. See Subscription Scope section below for subscription details.

Described below are the initial desired solution features and requirements as they are understood by the MTX Team (collectively the "Solution Features"). Additional features and requirements may be introduced and prioritized by customers in future phases as the project progresses. However, the addition of features and functionality midstream may result in the exclusion of features documented herein from the final solution for the first phase of engagement. Additionally, the Project Assumptions section includes assumptions that are critical in determining the timeline and scope of the project including but not limited to implementation and data capture.

Feature	Scope	Additional Comments
CXC Workflows	Up to 5 workflows and Automations	
IVR configurations	Up to 2 IVR Configurations	
Agent Onboarding/Permissioning	Up to 3 roles/permission sets	Permission sets will be reused across Divisions when appropriate
Call routing/Call Queue Configurations	Up to 3 call queues	
Call Routing	Reroute calls to agents based on primary language	Call routing will be reused across Divisions when

	of caller (Spanish/English)	appropriate
Reports and Dashboards	Standard CXC reports only	
Integrations with legacy systems (as required)	Scoped for Clark County Case Management system only	
Training	MTX Team to provide up to three 1 hour train the trainer sessions	

mavQ CXC Service Features

Described below are the initial desired service features and requirements as they are understood by MTX Team today (collectively the "Service Features"). Below are the mavQ CXC services that will be considered in scope. Additional mavQ features and Services may be added to the enterprise offering as business needs change through the onboarding of additional Divisions and Use cases. The service assumptions are considered in the defined per agent user license price provided in the project fees section.

IN-SCOPE		
Service	**Details**	**Assumptions**
Telephony Services	Ability for CXC licensed users to take incoming calls, transfer calls, performance conference calls, and make outbound calls from the mavQ CXC plugin component	Telephony services will be accessed through CXC. Minutes can be shared across agent licenses.
Live Chat Services	Ability for cxc licensed users to take incoming live chat requests as they are directed from a live chat component from an external portal.	Live chat will be accessed via an external portal that is one portal page with integrated chatbot. Interactions can be shared across agent licenses.
Call Routing Interactive Voice Response ("IVR")	Ability for inbound calls to be routed to the best available division, programs and agent	NexxPhase IVR configurations will be reused when appropriate
Workforce	Ability to track and report on agent	This module will be accessible from the

Management	timecards, queue assignments, and work performed	CXC interface.
Call Recording	Ability for calls to be recorded	Call recordings will be stored in Amazon Web Services ("AWS") Connect and will be accessible via the CXC application interface. All recordings will be processed, stored, transmitted and disposed of within the continental U.S
Conference Call features	Ability for CXC licensed users to participate with conference calls. This includes • Warm call transfer • Conference calling with internal users • Conference calling with external users	Subscribed minutes total will be used during conference calls

Any adjustments or additional features and services can be added upon request. The above services and limits must be enabled via a subscription to the mavQ Platform, as referenced in Exhibit F attached hereto, adding additional services may change subscription prices under the agreement with mavQ, as referenced in Exhibit F, attached hereto.

Missing Persons Search (AI powered)

The Missing Person Search AI Suggestion Model is a machine learning based search engine that will enable users to receive the most likely matches when searching any specific case in the system. The model will utilize the data on all cases to define a list of the most likely matches and return those findings to the user who can complete their manual investigation more efficiently.

Described below are the initial desired solution features and requirements as they are understood by the MTX Team (collectively the "Solution Features"). Additional features and requirements may be introduced and prioritized by Client in future phases as the project progresses. However, the addition of features and functionality midstream may result in the exclusion of features documented herein from the final solution for the first phase of

engagement. Additionally, the Project Assumptions section includes assumptions that are critical in determining the timeline and scope of the project including but not limited to implementation and data capture.

Feature	Scope	Additional Comments
AI Model integration	The AI model will be hosted outside of the case management system. It will be integrated in the case management system.	Case and Contact data will be sent to the AI model. AI model will return recommendations and confidence scores to case management system
AI Model training and uptraining	Model will be trained on legacy	Client will be responsible for providing training data. Client will be responsible for validating recommendations of legacy data for model training.
UI Component	UI component will be designed and developed for a case management user to be able to access the outputs of the AI model as recommendations	
Reports and Dashboards	Standard reports only	These include output of all recommendations made by the AI model with confidence scores.
Training	MTX Team to provide up to three 1 hour train the trainer sessions	

Proposed Program Timeline

The MTX Team estimates the high-level timelines below for each initiative:

- General Case Management enhancement – 24 weeks
- Dashboards and reporting enhancements – 6 weeks
- Call Center Solution & capabilities – 8 weeks
- Artificial Intelligence powered missing person search – 6 weeks

The MTX Team and Client will mutually agree to detailed start dates and timelines for each workstream above. The workstreams above can be worked on parallel.

Project Fees

This SOW will be delivered as a Fixed Fee for the One-Time Implementation Costs and Time & Material basis for Maintenance & Operations Support.

The table below provides a summary of the overall costs. Payment terms are provided below.

Items	One Time	Year 1
Implementation – One Time Cost		
One-Time Implementation Costs	$468,190.92	
Subtotal Implementation	$468,190.92	
Maintenance & Operations Support		
Maintenance & Operations Support (500 hours x $160.00/hour)		$80,000.00
Subtotal Maintenance & Operations Support		$80,000.00
Subtotal	$468,190.92	$80,000.00
Grand Total	$548,190.92	

One-Time Costs - Fixed Fee

The One-Time Implementation costs will be billed by Carahsoft on a Fixed Fee basis, based on the milestones below:

Milestone	Deliverables	%	Amount
1. Execution of SOW	Execution of SOW	25%	$117,047.73
2. Dashboards & Missing Person Complete	Dashboard & Reporting Complete AI powered missing person search Complete	25%	$117,047.73
3. CXC Call Center Solution Complete	CXC Call Center Complete	25%	$117,047.73
4. Case Management Enhancements – 50% Complete	Case Management Enhancements 50% Complete or 12 weeks from project start	15%	$70,228.64
5. Case Management Enhancements Complete	Case Management Enhancements Complete	10%	$46,819.09
Total		100%	$468,190.92

The client shall pay PROVIDER within 30 days from the date of completion of the above Milestones.

Amendment Process

Each Amendment will act as an amendment to this SOW, and upon its execution, MTX will provide Services pursuant to the Terms of this SOW. All Amendments shall be agreed upon by the Parties in writing prior to their implementation.

Notwithstanding the above, MTX can make resource level changes to accommodate project needs as long as there is no impact to the overall budget. These changes will require documented acceptance from both MTX and Client via a project scope baseline adjustment document, the format of which will be agreed upon during the project.

Assumptions

- The fixed fee set forth above is binding only to the extent that the project scope, timeline and assumptions set forth in this SOW are accurate.
- If the requirements, scope or Deliverables following the "checkpoint review" or the Discovery & Design phase exceed the estimated fees and/or timeline set forth in this SOW, Client, at its option, may reduce the scope to accommodate the timeline and budget set forth herein or execute an Amendment.
- MTX to complete development remotely. Travel is not anticipated under this SOW. In the event travel is required to provide on-site support, it will be pre-approved by Client, resulting in an Amendment, as referenced in the Amendment process explained within. Client will reimburse PROVIDER for approved Travel. On -site work must be requested by Client with reasonable advance notice.
- Should additional mavQ requirements be identified during the project, MTX and PROVIDER will estimate the additional work effort and will obtain authorization from Client in advance in accordance with the Amendment process explained within.
- This SOW does not transfer any right, title or interest in any intellectual property right to the other, except as expressly set forth herein. mavQ owns all rights, title and interest in and to the mavQ AI Services, Platform(s), and Application(s), and any and all modifications, enhancements and updates thereto, which shall be provided under a separate subscription agreement between mavQ and Client through PROVIDER. There are no implied rights.
- Sufficient and appropriate Client resources set forth in this SOW must be available during the course of the project (for both on-site and remote work).
- Client will provide a single point of contact who is empowered to make decisions and approve direction. This resource will be available for at least one hour per day to review progress, provide feedback and direction. Client must communicate regularly with MTX and provide MTX with timely feedback.
- Client and MTX will jointly manage the project and each Party will manage its own resources. All Client resources shall be available for the duration of the project. Client will be responsible for all high-level project management activities.
- Short daily meetings will be conducted at the discretion of the project teams to drive rapid and iterative progress.
- Where the implementation approach of a defined requirement is not explicitly defined in the SOW, MTX shall manage the implementation architecture decision. If an

alternative architecture is desired, MTX may, in its sole discretion, require an Amendment.

- MTX will validate the underlying platform configuration prior to deployment of any Deliverables.
- All underlying computing platforms meet minimum requirements and are officially supported by mavQ and MTX
- Client is responsible for UAT script writing and UAT session training and facilitation. UAT shall be performed in accordance with mutually agreed documentation.
- Project delays not attributable to PROVIDER or MTX may result in an Amendment.
- MTX consultants must be provided reasonable access to Client systems, if required.
- Any explicit work effort that is not defined as either an MTX responsibility or Client responsibility will be considered a Client responsibility by default.
- Changes to project requirements will be strictly managed so as not to compromise delivery plans or project scope.
- MTX, where applicable, will use a Project Management tool (MTX Beans) for requirements gathering, version control, and defect tracking.

- Any work not specified within this SOW is out of scope.
- MTX is a global organization, accordingly, therefore some work may be assigned to offshore resources.
- MTX may subcontract all or a portion of the Services provided under this SOW to mavQ in MTX's sole discretion.
- Work under this engagement must Go Live within the parameters and schedule agreed upon by MTX and the Client. If Client fails to Go Live with any development or configuration within this SOW within the timeline agreed upon and at no fault of MTX, the budget for this project must be extended by the additional hours for work to continue. Additional hours must be in signed writing by the Parties or through written Amendment.
- Any failure by either party to enforce the other party's strict performance of any provision of this SOW will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this SOW.
- Neither PROVIDER nor MTX are responsible for delays caused by failures, including but not limited to: systems, personnel or environmental causes, or in receiving data from the Client.
- All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.

EXHIBIT F

Project Objective

The project objective is to provide additional enhancements and capabilities to the Clark County Information Technology (CCIT) and Regional Recovery Organization (RRO) with a Multi-Agency Impacted Persons Database (IPD) Solution.

The project scope, proposed in this document, describes the use cases, assumptions, and in scope requirements for the following key updates:

1. Dashboards and reporting enhancements
2. Call Center Solution & capabilities
3. Artificial Intelligence powered missing person search

The full scope of the solution above includes mavQ product subscription and implementation services. This Statement of Work (SOW) only includes the subscription scope. Services scope and costs are referenced in Exhibit E, attached hereto.

Background Information

Client
Clark County Nevada (via Carahsoft)

Provider
Maverick Quantum, Inc.

SOW Effective Date
Date upon which this SOW is last signed

Statement of Work

The project scope, proposed in this document, describes the use cases, assumptions, and in scope requirements for the following key updates:

1. Dashboards and reporting enhancements (subscription)
2. Call Center Solution & capabilities (subscription)
3. Missing Person Search (AI powered) (subscription)

Subscription Scope

IN-SCOPE		
Component	**Details**	**Assumptions**
ML Models	• One year (12 months) annual subscription payable per terms below	• Client hosted infrastructure (AWS) • All data resides in Client hosted AWS • Up to 50,000 records per year • Real time updates on record creation & edits • Real time search API • up to 20 system users

mavQ CXC	• One year (12 months) annual subscription payable per terms below	Subscription includes:
		• Base CRM application
		• WorkForce Management modules (Time, Skill, Shift)
		• Up to 30 users
		• Per user per month
		    ○ 1,200 voice call minutes
		    ○ 1,000 Live Chat messages
		    ○ 500 SMS messages
		    ○ 10GB Storage

mavQ DataX	• One year (12 months) annual subscription payable per terms below	Subscription includes: • Configurable Report builder • Ability to create dashboards with visualizations of reports Assumptions: • Pipeline builder and data transformations not included

Subscription Term

The subscription term and price outlined in this SOW is set for a prorated duration of six (6) months, aligning with the existing contract term and concluding on 6/30/24. The Client is granted the option to extend the mavQ subscription for up to two (2) additional one (1) year terms.

For renewal, the specified price is the complete subscription amount of $103,573.34, supplemented by an annual increase of 3%.

Project Fees

This SOW will be delivered on a Fixed Fee basis.

The table below provides a summary of the overall costs. Payment terms are provided below.

Items	One Time	Year 1
Implementation – One Time Cost		
One–Time Implementation Costs	See Exhibit E	
Subtotal Implementation	**$0**	
Annual – Subscription		
mavQ Subscription		$51,786.67
Subtotal Subscription		**$51,786.67**
Maintenance & Support		
Maintenance & Support (500 hours x $160/hour)	See Exhibit E	$0
Subtotal Maintenance & Support		**$0**
Subtotal	**$0**	**$51,786.67**
Grand Total	**$51,786.67**	

Subscription Costs

mavQ Subscription Term	Payment Schedule	Amount
Start Date: Contract Execution End Date: 6/30/2024	Contract Execution	$51,786.67

By obtaining a mavQ subscription, Client expressly agrees with the mavQ Subscription Licensing Agreement Included herein below as Attachment A.

Additional services and subscriptions may be added or continued beyond the term listed herein at the sole discretion of the Client and shall be granted through an Amendment to reflect additional scope and costs.

ASSUMPTIONS:

- There are no anticipated travel or expenses in order to perform the Services. In the event travel is required, it will be pre-approved by Client, resulting in an Amendment.
- Should additional mavQ requirements be identified during the project, mavQ will estimate the additional work effort and will obtain authorization from Client in advance in accordance with the Amendment procedures set forth in the Agreement.

Attachment A

mavQ SUBSCRIPTION LICENSING AGREEMENT

This mavQ Subscription Licensing Agreement, together with all applicable exhibits, attachments, and/or addendums, (collectively hereinafter the "Agreement") is incorporated into the above Statement of Work ("SOW") for all purposes.

WHEREAS, mavQ has developed certain software, code, technology, proprietary information, trade secret information and/or Confidential Information (as defined herein); and

WHEREAS, the Client desires to use aspects of mavQ's software, code, technology, proprietary information, trade secret information and/or Confidential Information for its own use, in the matter and to the degree as stated, provided and allowed in the above SOW (the "Platform");

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom and of the mutual covenants, obligations and promises set forth herein, which the Parties to the SOW acknowledge and agree constitute sufficient consideration for this Agreement, the Parties agree as follows:

1. **Definitions**

1.1 "Acceptable Use Policy (AUP)" means the acceptable use policy set forth below for access to the Platform, in which Client agrees not to, and not to allow it employees, agents and/or Affiliates to use the Platform:

    a.   to violate, or encourage the violation of, the legal rights of mavQ or others including   the infringement of Intellectual Property rights of mavQ and/or others;

    b.   to engage in, promote or encourage illegal activity;

    c.   for any unlawful, invasive, defamatory or fraudulent purpose;

    d.   to intentionally distribute viruses, worms, Trojan horses, malware, corrupted files, hoaxes or other items of a destructive or deceptive nature;

    e.   to interfere with the use of the Platform or the equipment used to provide the Platform by other Clients, authorized resellers, or other authorized users;

    f.   to disable, interfere with or circumvent any aspect of the Platform; or

    g.   to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements, other solicitations ("spam"); and/or

    h.   any other improper purpose that violates or is not in furtherance of or in accordance   with the purposes of this Agreement.

1.2 "Account" means Client's method of access represented by a username and means of authentication, created and managed by mavQ, to access and/or use of the Platform.

1.3 "Affiliate" means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with a party.

1.4 "Application" means the information, tools and online functionality that may be offered by mavQ for use with its Platform and may be licensed and used by Client only in accordance with the terms herein.

1.5 "Allegation" means an unaffiliated Third Party's allegation.

1.6 "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each Party, respectively, as secured by such Party from time to time.

1.7 "Client Application" means any web application or other application created by either mavQ or Client, or jointly created to access the Platform, including any source code written by the Client to be used or hosted in an Instance.

1.8 "Client Data" means the content provided to mavQ by Client via its access to the Platform under the Account. Client Data does not include any data that mavQ transforms or uniquely combines with other data sources not owned by the Client and loads into the Platform or any data created in the process of generating the Output from the Platform.

1.9 "Client End Users" means the individual Client users permitted by the Client to use the Application.

1.10 "Confidential Information" means any and all information that one Party, or an Affiliate, discloses to the other Party under this Agreement and/or in furtherance of this Agreement including but not limited to information marked as confidential and/or information that would normally under the circumstances be considered confidential information and includes but is not limited to Intellectual Property and Intellectual Property Rights (as defined herein), know-how, thought processes, software, any and all code, technology, proprietary, confidential and/or trade secret information, data, financial information, economic information, technical information, vendor and customer information, reports, forecasts, prices, methods, techniques, correspondence and internal documents or information, whether tangible or intangible and whether disclosed orally, visually or in writing or by any other means and/or media, whether of a commercial, technical or other nature which relate directly or indirectly to the Disclosing Party. Confidential Information does not include information that is in the public domain before disclosed to Recipient by the Disclosing Party or enters the public domain through no action of the Recipient or any other party with a confidentiality obligation to the Disclosing Party. Notwithstanding the foregoing, Client is a governmental entity and subject to the public records laws and regulations set forth in chapter 239 of the NRS. Client's records are public records and are subject to inspection and copying by any person unless there is an applicable exception or the record is declared by applicable law to be confidential. mayO is advised, and acknowledges, that this Agreement and documents provided in connection with this Agreement become a public record and, unless the information is declared by law to be confidential or is otherwise

excluded from the public records disclosure requirements, may be subject to inspection and copying. Client makes no representation or warranty as to whether any Confidential Information will be deemed or determined to be confidential pursuant to law. Client takes no responsibility and is not liable for release of any Confidential Information that Client determines in its sole and absolute discretion that Client must provide such Confidential Information because an applicable exception does not apply or the information is not declared by law to be confidential.

1.11 "Control" means control of greater than fifty-one percent of the voting rights or equity interests of a party.

1.12 "Disclosing Party" means a party that discloses Confidential Information to a Recipient.

1.13 "Feedback" means feedback, input, thought, thought processes, information, advice or suggestions about access to or use of the Platform.

1.14 "Fees" means the applicable fees for any Platform access set forth in this Agreement or the above SOW.

1.15 "High-Risk Activities" means the use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the mavQ products or services could lead to death, personal injury, or severe physical or environmental damage ("High-Risk Activities"). MAVQ SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF FITNESS FOR HIGH-RISK ACTIVITIES.

1.16 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time and any regulations issued under it.

1.17 "Indemnified Liabilities" means liabilities to third parties wherein one Party will indemnify the other pursuant to the terms contained with this Agreement.

1.18 "Intellectual Property Rights" means and includes, without limitation, all current and future worldwide rights, title and interest in and to all intellectual property which includes, but is not limited to, all work product of any nature whatsoever including without limitation those created or prepared or produced or authored or modified or conceived, all writings, all methods, all ideas, all concepts, all research, all proposals all materials, all technology, all patents, all service marks, all tradenames, all mask work rights, all trademarks, all copyrights, all original computer code, all derivative computer code, all computer programs, all software, all inventions (whether or not patentable or registerable), all processes, all algorithms, all models, all trade secrets (including, but not limited to the structure, organization and code of any and all mavQ software), all proprietary information, all domain names, all rights of publicity and privacy, all moral rights (the foregoing collectively at times referred to collectively herein as "Intellectual Property") all rights in the foregoing provided at law and in equity, all rights to any of the foregoing provided in state and federal laws and international treaties and conventions, all rights similar to all of the foregoing, the goodwill of the business connected to the foregoing and the right to defend and recover any and all title to any of the foregoing.

1.19 "mavQ Data" means all data contained within the Platform, Applications and Output that is not Client Data. mavQ Data includes any data that mavQ transforms or uniquely combines with other data sources not owned by the Client and loads into the mavQ Platform, Application or the Services. It also includes any data created in the process of generating the Output from the mavQ Platform, Applications or the Services.

1.20 "Output" means the information, data and materials that are derived, prepared or generated by mavQ in connection with and/or as a consequence of Client's use of the Platform.

1.21 "Platform" means the aspects of mavQ's software, code, technology, proprietary information, trade secret information and/or Confidential Information included in mavQ's software-as-a-service (SAAS) multi-tenant cloud computing environment that the Client is allowed to utilize in the manner and to the degree as stated, provided and allowed in the above SOW.

1.22 "Recipient" means the Party that received Confidential Information from the other Party.

1.23 "Suspend" or "Suspension" means disabling or limiting Client access to the Platform.

1.24 "Third Party" means an entity that is neither a party to this agreement or an Affiliate of a Party to this agreement.

1.25 "Third Party Legal Proceeding" means a legal proceeding involving a Third Party with one of the Parties to this Agreement.

1.26 "Value-Added Tax (VAT)" means a tax levied on goods and services at each point in the production process where value is added.

2.   **Grant of License**

2.1   mavQ hereby grants Client a worldwide non-transferable (other than as provided in Section 14.5 herein), non-sublicensable, non-exclusive license during the term pursuant to the above Statement of Work.

2.2   Subject to adherence to this Agreement, Client may access the Platform in accordance with the above SOW.

2.3   Client must have an Account to use the Platform program as described hereinabove in Section 2.1 and is responsible for the information it provides to create the Account, the passwords for the account, and for any use of its account. If Client becomes aware of any unauthorized use of its Account, Client will notify mavQ as promptly as possible. mavQ has no obligation to provide multiple accounts to Client.

2.4   mavQ may, at its sole discretion, develop, create, and/or make new applications, tools, code, software, services, features or functionality available from time to time on and/or to the Platform which Client acknowledges and agrees automatically becomes part of mavQ's

Intellectual Property, Intellectual Property Rights, and respective Platform. Notwithstanding any terms to the contrary in this Agreement, Client's future use of such new Applications and Services will be contingent upon Client's agreement to additional terms as established by both mavQ and Client.

2.5 If mavQ makes updates, additions, revisions, changes or new Applications, tools, services, features, or functionality to the Platform mavQ will make reasonable efforts to notify Client if the modification constitutes a material change to the Platform. Client will make reasonable efforts to comply with any maintenance requirements that result from mavQ's modification.

2.6 Subject to the terms of this Agreement and the above SOW, mavQ shall use commercially reasonable efforts to make the Platform available under the terms of this Agreement and the above SOW, except for downtime caused by circumstances beyond mavQ's reasonable control, including without limitation: acts of God, acts of government, flood, fire, earthquakes, pandemics, epidemics, civil unrest, acts of terror, telecommunications or network failures or delays, computer failures involving hardware or software not within mavQ's possession or reasonable control and acts of vandalism (including network intrusions and denial of service attacks), but only if such unavailability results notwithstanding the exercise of reasonable care and diligence to avoid or mitigate the same in anticipation of or in response to such causes. Client is solely responsible for providing, at its own expense, all network access to the Platform including, without limitation, acquiring, installing and maintaining all telecommunications equipment, hardware, software and other equipment as may be necessary to connect to, access and use the Platform.

2.7 Response Time for Platform issues.

a. **Severity Level (SL) Definitions:**

Severity Level	Definition
Critical (SL1)	Cloud Services or Application running on the Cloud Service of a Production/Live environment are not accessible or seriously degraded, whereby an essential Application or Platform component or process failure prohibits the continuance of basic operations and intended purpose, and there is no suitable workaround, or there is a substantial security flaw or any security breach.
High (SL2)	Cloud Services or Application running on the Cloud Service of a Production/Live environment encounter a component or process failure or performance degradation resulting in a high number of users unable to perform their normal functions. Major feature/product failure; inconvenient workaround or no workaround exists. The Application or Platform is usable but severely limited.
Medium (SL3)	Cloud Services or Application running on the Cloud Service of a Production/Live environment encounter a component or process error or failure but there is a continuance of basic operations and intended purpose, or there is a reasonable workaround. The failure is not critical - no data has been lost, and the Cloud Services have not failed. The issue has been identified and does not prevent normal operation of the Cloud Services. Workaround is cumbersome to use.

Minor (SL4)	Cloud Services or Application running on the Cloud Service of a Production/Live environment encounter a component or process error or failure but there is a continuance of basic operations and intended purpose with minor disruption in the way tasks are performed but does not stop workflow and a workaround exists.

b.   Incident Response Service Levels: Response, updates, and resolution is based on Severity Level. The mavQ support hours of operation are from 7 AM to 7PM U.S Eastern Time from Monday to Friday.

Severity Level	Initial Response Time
Critical (1)	• 4 Hours
High (2)	• 8 Hours
Medium (3)	• 2 business days
Minor (4)	• 3 business days

c. Support Ticketing System:

Upon request, the customer will be given access to the mavQ Ticketing portal - the ticketing system in which the customer can log their support tickets. In the portal, the customer may log and prioritize issues, using the Priority Levels defined in this Agreement and track status updates on their issue. mavQ will create a user account for the customer to access the ticketing system.

d. Incident Management:

An incident is any disruption to the organization's business operations due to an issue within the Platform.

Each incident will be reported via the Support Ticketing System to log the incident with mavQ. The incident will then be categorized based on the Severity Level (SL) Definitions. All new incident reports will be prioritized based on any existing incident reports and processed according to the Severity Level associated with the incident. The incident will then be reviewed and assigned based on the mavQ support processes for resolution. Once the incident has been resolved, the Customer will be notified of the resolution and the fix will bescheduled for deployment to the Customer's non-production environment for confirmation.

Upon acceptance of the resolution by the Customer, mavQ will schedule deployment of the resolution to the production environment.

e. Planned Outages:

All Planned Outages will be scheduled with the Customer to avoid impact to business operations. There may be instances where an outage may be necessary during business hours. mavQ will work to minimize these occurrences. Notification of all planned or unplanned outages to the users of the mavQ Platform will be the responsibility of the Customer.

f. Escalation Matrix:

mavQ employs a hierarchical incident escalation process. All incident reports will be triaged during the intake process at Level 1. A Severity Level will be identified for the incident report and escalated based on the matrix below.

Support Level	Support Agent	Incident Severity Level
Level 1	Service Desk	Minor
Level 2	Service Desk Manager	Medium
Level 3	Director of Support	High
Level 4	EVP of Services	Critical

3.   Client Obligations

3.1 Client is solely responsible for its Client Applications, Client Projects and Client Data. Client will ensure that its Applications, Projects, and Client data comply with the Acceptable Use Policy (AUP). mavQ reserves the right to review Client's Application, Project and Client Data for compliance with the AUP.

3.2 Client will obtain and maintain any required consents necessary to permit the processing of Client Data (ie: personal information) under this Agreement and provide written evidence of such consents to mavQ.

3.3 Client will not, and will not allow its employees, agents or Affiliates or any Third Party under its Control, to actually or attempt to: (i) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise use or extract any or all source code, technology or information constituting in whole or in part the Platform except to the extent

that such restriction is expressly prohibited by applicable law; (ii) use the Services for High-Risk Activities; (iii) sublicense, sell, or distribute any or all of the Platform content; (iv) create multiple Client Applications, Accounts, or Projects to simulate or act as a single Client Application, Account, or Project or otherwise access the Platform in a manner intended to avoid, or actually avoiding, incurring fees or exceeding usage limits or quotas; (v) use the Platform to operate or enable any telecommunications service or in connection with any Client Application that allows Client End Users to place calls or to receive calls from any public switched telephone network; (vi) process or store any Client Data that is subject to the International Traffic in Arms Regulations maintained by the United States Department of State. mavQ does not intend uses of its Platform to create obligations under the United States Health Insurance Portability and Accountability Act (HIPAA) and makes no representations that the Platform satisfies HIPAA requirements, unless otherwise specified in writing by mavQ. If Client is or becomes a Covered Entity or Business Associate as defined in HIPAA or is or becomes a party subject to CCPA, PCI, GDPR or SOC (as those terms are customarily used within the applicable industry) data protection requirements or other currently existing or future data protection laws and/or requirements, Client will advise mavQ that it is subject to any such data protection laws and not use the Platform for any purpose or in any manner involving Protected Health Information as defined in HIPAA, or involving other data protection laws, without prior written consent of mavQ.

mavQ shall maintain the confidentiality of any information relating to participants, Client Employees, or third parties, (added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as Exhibit G, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of this sub-section. mavQ agrees to sign the attached HIPAA Business Associate Agreement prior to award of Contract.

3.4 Third Party Components: Third Party components, which may include open-source software, of the Platform may be subject to separate licensing agreements. To the extent a Third-Party license is used in conjunction with Client's access and/or use of the Platform under this Agreement that Third Party license governs Client's use of that Third-Party component. Client will advise mavQ immediately if any Third-Party license is used by Client in conjunction with Client's access and/or use of the Platform under this Agreement.

4. Suspension of Services

4.1 AUP Violations: If mavQ becomes aware that Client's or any Client End User's use of the Platform violates the AUP, mavQ will give the Client notice of the violation and request that the Client correct the violation. If Client fails to correct the violation within 24 hours of receipt of mavQ's notice, then mavQ may within its sole discretion suspend all or part of the Client's use of the Platform unless and until the violation is corrected.

4.2 Other Suspension: mavQ may immediately suspend all or part of the Client's use of the Platform if: (i) mavQ believes Client's or any Client End User's use of the Platform could

adversely impact the Platform, or another client's or the other client's end users' access to the Platform; (ii) there is suspected unauthorized Third-Party access to the Platform; (iii) mavQ reasonably believes it must suspend use of the Platform to comply with applicable law; (iv) Client is in breach of Section 4 above; and/or (v) Client is in breach of the terms of this Agreement. mavQ may at its sole discretion remove any suspension of access and/or use of its Platform when the circumstances giving rise to the suspension have been resolved within mavQ's sole discretion. Unless prohibited by applicable law, mavQ will notify the Client of the basis for any such suspension as soon as reasonably possible.

5.   Intellectual Property

5.1 Except as expressly set forth in this Agreement, this Agreement does not grant either Party any ownership, assignment, rights or license, implied or otherwise, to the other Party's Intellectual Property, Intellectual Property Rights or Confidential Information.

5.2 Client acknowledges that mavQ is and will remain the sole and exclusive owner of all right, title and interest in and to the mavQ Platform, the Applications, and the Output, including any intellectual property rights therein, subject only to the licenses expressly granted to Client herein. This agreement does not grant Client or any Licensee any right in the algorithms, rules or models used or created by mavQ for the operation of the Platform or Applications, or the collection or analysis of Client Data to produce the Output. This Agreement does not grant Client or any Licensee any right in the Output.

5.3 In addition, as between the Parties, Client owns all Intellectual Property, Intellectual Property Rights and Confidential Information in its Client Data. mavQ owns all Intellectual Property, Intellectual Property Rights and Confidential Information in the Platform, Applications, in mavQ Data, including but not limited to the Output, as its sole and exclusive property. In the event that 1) any of mavQ's Intellectual Property Rights are determined to be assigned to Client in this Agreement or any other legally binding document or 2) any Intellectual Property Rights are jointly created by mavQ and the Client in this Agreement or any other legally binding document, Client hereby irrevocably assigns and waives in favor of and to mavQ any and all claims, title and/or right Client may now or hereafter have in any jurisdiction to any and all right, title, claims, paternity or attribution, integrity, disclosure and withdrawal and/or any other rights that may be known as "moral rights" in relation to all Intellectual Property and/or Intellectual Property Rights to which any alleged assignment(s) or joint creation may or actually apply. Client also agrees to execute any further document(s) reasonably needed to perfect complete in mavQ any ownership, right and/or title to such Intellectual Property.

5.4 If the Client provides mavQ Feedback about the Platform or the Services, mavQ may use that information without obligation to the Client and Client hereby irrevocably assigns to mavQ any and/or all right, title and interest in that Feedback.

5.5 Client may not in any way: (i) modify, alter, tamper with, create, develop, engineer, repair or otherwise create, make or develop derivative works of or from the Platform, mavQ Data, or mavQ's Intellectual Property, mavQ's Intellectual Property Rights or mavQ's Confidential Information; (ii) reverse engineer, disassemble, or decompile the Platform or mavQ's

Intellectual Property, mavQ's Intellectual Property Rights or mavQ's Confidential Information, or apply any other physical process, thought process, methodology, or procedure to derive any code including without limitation any code of any software included in the Platform or the mavQ Services, or any underlying technology of the mavQ Platform or mavQ's Intellectual Property Rights or mavQ's Confidential Information; (iii) sublicense the Platform; (iv) attempt to disable or circumvent any security mechanisms used by the Platform, including, without limitation, any time-control disabling functionality or other mechanisms in any trial version; (v) use the Platform to perform malicious activity; or (vi) upload or otherwise process any infringing or malicious content to or through the Platform. The Platform may have storage and other limitations.

6. Confidential Information

6.1 At all times during the discussions between the Parties and the performance of the Parties towards the purpose of, in furtherance of and/or in the performance of this Agreement and/or as of and after the Effective Date, and at any time after the lapse or termination of this Agreement, the Client shall: (i) keep in confidence and trust any and all Confidential Information, and shall not copy, divulge, transfer, transmit, reproduce, summarize, quote, publish, reverse engineer, decompile or make any use of the Confidential Information or any part thereof, without the prior written consent of mavQ ; (ii) exercise the highest reasonable degree of care in safeguarding the Confidential Information against loss, theft or other inadvertent disclosure, and take all reasonable steps necessary to insure the maintaining of confidentiality thereof; (iii) refrain from using the Confidential Information for any purpose other than for the Parties' engagement and work together under this Agreement, and in any event subject to the prior, written approval of mavQ; (iv) only disclose the Confidential Information (or any part thereof) strictly to those of its employees on a need-to-know basis and solely as part of fulfilling the purpose of this Agreement, subject to the Client's responsibility and liability towards mavQ for any act or omission of such employee(s), including any breach of the provisions hereof by such employee(s); (v) refrain from using the Confidential Information for the benefit of or on behalf of any third party; and (vi) not modify or alter the Confidential Information without mavQ's prior written consent. The provisions of this Section 6 will not apply only to the extent the Client can demonstrate such Confidential Information becomes or has become available in the public domain not through breach of this Agreement or any other undertaking by the Client or by any other third party with a confidentiality obligation to mavQ.

6.2 Client shall notify mavQ within three (3) Business Days of any unauthorized disclosure or use of mavQ's Confidential Information and cooperate with mavQ to protect the confidentiality and ownership of all Intellectual Property Rights, privacy rights, and other rights therein.

6.3 Both Parties acknowledge that mavQ's Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to mavQ that would result from the unauthorized dissemination of the Confidential Information would be difficult and/or impossible to calculate such that both Parties hereby agree that mavQ shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms of this Agreement and hereby waive any actual or potential argument that

mavQ is not entitled to injunctive relief for any such disclosure. Such injunctive relief shall be in addition to any other remedies available hereunder. mavQ shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief.

6.4 Unless the Parties otherwise agree in writing, or are otherwise required by applicable law, the Client's obligation to protect any and all Confidential Information expires from the date such Confidential Information becomes public. Upon termination of this Agreement for any reason, all information exchanged under this Agreement and copies thereof shall be returned to mavQ, or, at the election of mavQ, shall be destroyed and a certificate attesting to such destruction shall be furnished to mavQ. If destruction is not possible under law, then Client shall continue to protect any and all of mavQ's Confidential Information for as long as it is kept under Client's or Client's agent's control.

6.5 If this Agreement is terminated under any circumstances, Client shall not be permitted to use Confidential Information received from mavQ under this Agreement for any purposes whatsoever without the explicit written permission of mavQ. This provision shall survive the termination of this Agreement and mavQ shall be entitled to any and all rights and remedies provided herein to which it is entitled for any breach of this provision by the Client.

6.6 Notwithstanding the foregoing, Client is a governmental entity and subject to the public records laws and regulations set forth in chapter 239 of the NRS. Client's records are public records and are subject to inspection and copying by any person unless there is an applicable exception or the record is declared by applicable law to be confidential. mayO is advised, and acknowledges, that this Agreement and documents provided in connection with this Agreement become a public record and, unless the information is declared by law to be confidential or is otherwise excluded from the public records disclosure requirements, may be subject to inspection and copying. Client makes no representation or warranty as to whether any Confidential Information will be deemed or determined to be confidential pursuant to law. Client takes no responsibility and is not liable for release of any Confidential Information that Client determines in its sole and absolute discretion that Client must provide such Confidential Information because an applicable exception does not apply or the information is not declared by law to be confidential.

7. Publicity

7.1 Without disclosing Confidential Information, Client is permitted to state publicly that it is a customer of mavQ provided that it makes such a statement consistent with the terms of this Agreement. Neither party shall make any disparaging remarks about the other and shall only publish press releases or other public announcements involving the other with written permission.

8. Representation of Authority

8.1 Each Party and its respective signatory represents and warrants that it will comply with all laws and regulations applicable to the provision or use of the Platform as applicable.

9. DISCLAIMER OF WARRANTIES

9.1 EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(i) MAVQ DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ANY ARGUMENT AGAINST, OR LIABILITY BY, MAVQ BASED ON BREACH OF WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT;

(ii) MAVQ IS NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY CLIENT DATA OR OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH THE USE OF THE PLATFORM;

(iii) CLIENT IS SOLELY RESPONSIBLE FOR SECURING AND BACKING UP CLIENT'S APPLICATION, PROJECT AND/OR CLIENT DATA; and

(iv) MAVQ, NOR ITS AFFILIATES, WARRANT THAT THE OPERATION OF THE PLATFORM, OR THE CODE, TECHNOLOGY OR SOFTWARE CONTAINED THEREIN, WILL BE ERROR FREE OR UNINTERRUPTED. THE PLATFORM, INCLUDING ANY AND ALL SOFTWARE AND/OR CODE CONTAINED THEREIN, IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR HIGH-RISK ACTIVITIES. CLIENT ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ANY ARGUMENT AGAINST, OR LIABILITY BY, MAVQ BASED ON ANY BREACH OF WARRANTY OF UNINTERRUPTED USE OF THE PLATFORM, SERVICES, SOFTWARE AND/OR CODE.

10. Limitation of Liability

10.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAVQ WILL NOT BE LIABLE FOR LOST REVENUES AND/OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, ARISING OUT OF, OR IN ANY WAY CONNECTED WITHTHIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE PLATFORM OR FOR ANY INTERRUPTION, INACCURACY, , REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOW THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES AND/OR LIQUIDATED DAMAGES DO NOT SATISFY A REMEDY. EXCEPT FOR MAVQ's INDEMNIFICATION OBLIGATIONS AS EXPRESSED HEREIN, IN NO EVENT SHALL MAVQ'S AGGREGATE LIABILITY EXCEED THE TWO TIMES AMOUNTS PAID BY CLIENT TO MAVQ IN THE TWELVE

(12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH DIRECT CLAIM.

11. Indemnification

11.1   mavQ will defend and indemnify Client and its Affiliates against Indemnified Liabilities in any Third-Party Legal Proceeding, including, any Third-Party Legal Proceeding arising solely from an Allegation that use of mavQ's technology used to provide the Platform or any mavQ Brand Feature infringes or misappropriates the Third-Party's patent, copyright, trade secret or trademark except to the extent that the underlying Allegation arises from: (i) the indemnified party's breach of this Agreement; (ii) modifications to the indemnifying party's technology or Brand Features by anyone other than the indemnifying party; (iii) combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party; or (iv) use of non-current or unsupported versions of the Platform or Brand Features.

11.2   Section 11.1 will apply only to the extent that: (i) the indemnified Party has provided a written notice of the indemnifying event to the indemnifying Party in writing of any Allegation(s) that preceded the Third-Party Legal Proceeding and cooperates reasonably with the indemnifying party to resolve the Allegation(s) and Third-Party Legal Proceeding. If a breach of this section 11.2 prejudices the defense of the Third-Party Legal Proceeding, the indemnifying Party's obligations under section 11.1, as applicable, will be reduced in proportion to the prejudice; and (ii) the indemnified Party tenders' sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party subject to the following:

> (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and

11.3   any settlement requiring the indemnified party to admit liability, pay money, take any action, or refrain from taking any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned or delayed. If mavQ reasonably believes the Platform might infringe on a Third Party's Intellectual Property Rights, then mavQ may, at its sole option and expense: (i) procure the right for Client to continue using the Platform; (ii) modify the Platform to make them non-infringing without materially reducing their functionality; or (iii) replace the Platform with a non-infringing, functionally equivalent alternative.

11.4   If mavQ does not believe that the remedies in Section 11.3 are commercially reasonable, then mavQ may Suspend or terminate Client's use of the Platform. Without affecting either Party's termination rights, this Section 11 of this Agreement establishes the Parties' only rights and obligations under this Agreement for any allegations of violating or affecting a Third Party's Intellectual Property Rights and/or Third-Party Legal Proceedings.

12. Miscellaneous Terms

12.1   Neither Party shall be the agent, employee, legal representative, partner or joint venturer of the other party for any purpose and the Parties acknowledge and agree that no employment relationship, agent or agency relationship, partnership, joint venture or other relationship by which one Party may be liable for the other Party is intended or created by this Agreement.

12.2   No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other Party hereunder, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances;
(i) shortage of adequate power or transportation facilities; (j) pandemics or epidemics or other public health emergencies; and (k) other events beyond the control of the Party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give notice as quickly as reasonably possible to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement. With respect to the COVID-19 pandemic, only new restrictions implemented by a governmental entity shall be considered as a Force Majeure Event under this Section.

12.3   In the event a dispute arises under this Agreement, the Parties agree that a representative of each Party with authority to make binding decisions for their respective Party will discuss the dispute and work in good faith in an effort to resolve the dispute within thirty (30) days. If the Parties are unable to resolve the dispute within thirty (30) days, the Parties will mediate the dispute with a mutually agreed upon mediator within thirty (30) days in an effort to resolve the matter. If such efforts do not resolve the matter, either party may then initiate judicial proceedings with the court(s) as specified in Section 12.10 herein.

12.4   This Agreement constitutes the entire and exclusive agreement between the Parties regarding the subject matter of this Agreement and supersedes all previous communications or agreements, either oral or written, with respect to the subject matter of this Agreement.

12.5   Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provisions or any other provision of this Agreement. Any and all waivers must be made in writing to be deemed a valid and/or enforceable waiver.

12.6   If Client processes the personal data of identifiable individuals in its use of the

Platform, Client is responsible for providing legally adequate privacy notices and obtaining necessary consents for the processing of such data. Client represents that it has provided all necessary privacy notices and obtained all necessary consents. Client is responsible for processing such data in accordance with applicable law.

12.7   Although restrictions contained in this Agreement are considered by the Parties to be reasonable, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such a provision was not included.

12.8   The Parties are not aware that the making of this Agreement does or would violate any applicable law, rule or regulation, any contracts with Third Parties, or any Third-Party Intellectual Property Rights, or similar right, and the Parties are under no known obligation to any Third-Party that would in any manner prevent mavQ from providing access to the Platform as required hereunder.

12.9   The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Further: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) the phrase "and/or" references and includes the use of the word "and" and the use of the word "or" such that both words apply collectively and neither word is excluded, (e) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (f) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole as defined in this Agreement. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time

12.10   The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Nevada applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof. The federal and state courts located within Clark County in the State of Nevada shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. Both Parties hereby agree to submit to the personal and subject matter jurisdiction of the federal and state courts located within Clark County in the State of Nevada and hereby waive any conflicts of law or alternative venue arguments.

12.11   This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of this Agreement or any other Transaction Document transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this agreement or such other Transaction Document for all purposes. A digital or electronic signature shall have the same force and legal effect as a signature affixed by hand to a printed copy.

12.12   Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

12.13   The Parties hereto are both sophisticated business operations and the terms of this Agreement shall not be construed against the drafter

Exhibit G
Business Associate Agreement

This Agreement is made effective the date of the last signature below, by and between **Clark County, Nevada** (hereinafter referred to as "Covered Entity"), with its principal place of business at 500 S. Grand Central Parkway, Las Vegas, Nevada, 89155, and Carahsoft Technology Corporation, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I.   DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an

individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II.   ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III.   USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a)   Business Associate agrees that all uses, and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b)   Business Associate agrees to use or disclose Protected Health Information solely:

(i)   For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii)   as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c)   Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise

administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d)   Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i)   Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii)   Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV.   SAFEGUARDING PROTECTED HEALTH INFORMATION

(a)   Business Associate agrees:

(i)   To implement appropriate safeguards and internal controls designed to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement, the Underlying Agreement or by the HIPAA Rules.

(ii)   To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules designed to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316,as applicable.

(iii)   To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence and attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required "Unsuccessful Security Incidents" shall include, but not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any other combination of the above, so long as no such incident results in unauthorized access to, or use and disclosure of PHI.

(b)   When a known and confirmed impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i)   To notify the Covered Entity HIPAA Program Management Office within 15 days of discovery of the Breach, and

(ii)   Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii)   To reasonably cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services,

(iv)   To pay all reasonable actual costs associated with the notification of affected individuals and reasonable actual costs associated with mitigating potential harmful effects to affected individuals.

V.   RIGHT TO AUDIT

(a)   Business Associate agrees:

(i)   To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provide by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement. This access may be provided by Business Associate electronically if possible. If an audit does occur, the Covered Entity will include a follow up audit in approximately six months to a year after the original review. The follow up audit would only include a review of items identified in the original audit.

(ii)   That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI.   COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a)   At the Covered Entity's Request, Business Associate agrees:

(i)   To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii)   To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii)   To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv)   To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII.   TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII.   MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY: BUSINESS ASSOCIATE:

By:_____   By: *Kristina Smith*
        DEPARTMENT HEAD

Title:_____   Title: Contracts Director

Date:_____   Date: 2/13/24