

Title: Agenda Management System
Contract No. EPPRFP-00531

THIS AGREEMENT made and entered into by and between Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"), and Granicus, Inc., a corporation organized and existing under the laws of the State of California, having its principal office at 707 17th Street, Suite 4000, Denver Colorado 80202 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Contractor has offered to provide an Agenda Management System, on a non-exclusive basis, that shall conform to the Statement of Work (Appendix A); Miami-Dade County's Request for Proposals (EPPRFP) No. 00531 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated March 6, 2017, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Agenda Management System for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" shall mean collectively these terms and conditions, the Statement of Work (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, EPPRFP No. 00531 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" shall mean the date on which this Agreement is effective.
- c) The words "Contract Manager" shall mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the

Contract.

- d) The words "Contractor" or "Licensor" shall mean Granicus, Inc. and its permitted successors.
- e) The word "Days" shall mean Calendar Days.
- f) The word "Defect(s)" shall mean incorrect implementation of the System or failure of the System to conform to the Documentation, as defined, or the Final Acceptance Criteria resulting in inadequacy, malfunction, or imperfection. In the event of a conflict between the Final Acceptance Criteria and the Documentation, the Final Acceptance Criteria shall prevail.
- g) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- h) The word "Deposit Materials" shall consist of source code and "development environment" for the System. The "development environment" consists of the programming documentation, build instructions, configuration information, schematics, designs, and flow charts and any propriety software tools, libraries, linkers, utilities, compilers, and other programs used by the Contractor's programmers to develop, maintain or implement the System, including instructions for compiling and linking the source code into executable forms or for building an executable version of the software. If any of the "Deposit Materials" are commercial products readily available to the County from third market sources, then such commercial products do not need to be included if a list identifying them is included by the Contractor in the "development environment". The "Deposit Materials" will include the name of the main programmers involved in the development and maintenance of the software along with their home addresses and telephone numbers. This list will not be made available to the County unless released as part of a release of "Deposit Materials" in accordance with the Escrow Agreement. "Deposit Materials" will not be encrypted or password protected.
- i) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import shall mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- j) The word "Documentation" shall mean all manuals, user documentation, operating instructions, technical materials, and other related materials pertaining to the System which are furnished to the County by the Contractor in connection with the System.
- k) The words "Extra Work" or "Additional Work" shall mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- l) The words "Final Acceptance" shall mean the written acceptance of the Solution by the County.
- m) The word "Final Acceptance Criteria" shall mean the criteria described in "Acceptance Procedures", as later and further developed as part of the Implementation Plan (as described and set forth in Appendix A "Statement of Work") by which the County will test

the System and its functional components and measure it's conformance with the final acceptance specifications in the Statement of Work or final design Documents.

- m) The words "Maintenance and Support Services" shall mean any activity intended to eliminate faults, to improve or to keep the System in satisfactory working condition, including tests, measurements, adjustments, changes, modifications, enhancements or repairs, and updates.
- n) The word "Maintenance Fee" shall mean the fees associated to the System required to operate the System as further outlined in Appendix B "Payment Schedule".
- o) The words "Project Manager" shall mean the County Mayor or the duly authorized representative designated to manage the Project.
- p) The words "Projects" and "Services" shall mean furnishing and installing the software at the County's location; providing training, support, and maintenance services; and completing final System testing.
- q) The words "Statement of Work" shall mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- r) The word "Software" shall mean the licensed computer programs in machine readable object code form that are combined into the software package listed in Appendix "A" attached hereto and any subsequent error corrections or updates supplied to the County by the Licensor pursuant to this Agreement or as may be amended from time to time by mutual consent of the parties in writing.
- s) The word "subcontractor" or "subconsultant" shall mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- t) The word "System" shall mean an automated legislative workflow solution developed for the legislative process in governments.
- u) The word "Third Party Users" shall mean those individuals or entities authorized by the County to perform services, access the Solution, review information, and make inquiries.
- v) The words "Work", "Services" "Program", or "Project" shall mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Statement of Work (Appendix A), 3) the Miami-Dade County's EPPRFP No. 00531 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Statement of Work, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Statement of Work. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. GRANT OF RIGHTS

- a) License. Licensor agrees to provide the County with licensed Software and

Documentation in accordance with the provisions contained within this Agreement.

- b) Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses from the Licenser, the fees shall be according to Appendix "B" "Payment Schedule". All additional licenses purchased shall be documented in writing by the Licenser and amended in Appendix "A".

ARTICLE 6. CONTRACT TERM

The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall continue through the last day of the 36th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) additional two (2) year terms, for a maximum total of seven (7) years. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 7. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager:

Miami-Dade County
Attention: Jay Alvarez de la Campa
Phone: 305-375-2522
E-mail: Jacinto.Alvarezdelacamp@miamidade.gov

and,

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974
Attention: Tiondra Wright
Phone: (305) 375-1196
E-mail: tiondra@miamidade.gov

(2) To the Contractor

Granicus, Inc.
707 17th Street, Suite 4000
Denver, CO 80202

Attention: Luka Znidarcic
Phone: 720.240.9586

E-mail: luka.znidarcic@granicus.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 8. DELIVERY

- a) Delivery of the Solution shall be according to Appendix A "Statement of Work" and contingent upon final acceptance by the County.
- b) Documentation. The Contractor shall provide electronic copies of the associated Solution Documentation as provided by the developer of the Solution to the County upon final Solution acceptance.

ARTICLE 9. SUPPORT AND MAINTENANCE SERVICES

Contractor shall provide the County with technical support and maintenance services in the manner outlined in Appendix A, "Statement of Work" for the Solution throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 10. SOFTWARE MODIFICATIONS

- a) Error Corrections and Updates. The Licensor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Licensor's release schedule for the term of this Agreement.
- b) Software Enhancements or Modifications. The County may, from time to time, request that the Licensor incorporate certain features, enhancements or modifications into the licensed Software. When requested by the County, the Licensor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Licensor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

ARTICLE 11. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Agreement, including all costs associated with such Work and Services, shall be in accordance with Article 12, "Pricing." The County shall have no obligation to pay the Contractor any additional sum in excess of what is stated in Article 15, "Pricing", except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor..

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 12. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 13. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Payment Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Miami-Dade County Code. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Finance Department
111 N.W. 1st Street, 26th Floor
Attention: Shared Services Payable Unit

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 14. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- a) Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- b) Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- d) Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List

of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the successful Bidder shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 15. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals

and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 16. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 17. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 18. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Statement of Work; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply

with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 19. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the

Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 20. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Statement of Work. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 21. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 22. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and obtain written approval for the substitution by the County at least ten (10) business days prior to effecting such substitution. Provided the substitute personnel is in the County's sole and absolute discretion, equally or better qualified than the personnel identified in the contractor's proposal, substitution shall not be unreasonably withheld.

ARTICLE 23. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 24. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 25. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 26. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 27. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor with thirty (30) day notice.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 28. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 29. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be

terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 30. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 31. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 32. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 33. WARRANTIES

- a) Ownership. The Licensor represents that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

- b) Limited Warranty. Licensor represents and warrants to the County that the Software, when properly installed by the County and used with the Designated Equipment, will perform substantially as described in Licensor's then current Documentation for such Software for a period of one year from the date of acceptance.
- c) Limitations. Notwithstanding the warranty provisions set forth in Section 33 (a) above, all of Licensor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Licensor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Licensor from time to time. The Licensor shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, or extreme power surge.

ARTICLE 34. SOFTWARE ESCROW

The County requires that the Contractor maintain a software escrow account throughout the life of the Agreement to protect against failure of the Contractor to provide the agreed upon services. A copy of the Contractor's licensed software source code, and Contractor enhancements or modifications or customization or Developed Works of source code is to be kept by a trusted third party to ensure that the County will have access to the source code in the event that the Contractor is unable to support the software. The Contractor is required to maintain the most current version of the application with the escrow agent including, but not limited to all incremental releases and upgrades as well as any software customization or Developed Works created for the County.

Solely in the event of a release event as defined under the Escrow Agreement, the Contractor grants to County, a non-exclusive, perpetual, paid in full license, to install, use, copy, publicly perform and digitally perform, modify and create derivative works, for the sole purpose of continuing the benefits afforded to the County under this Agreement, including the development of patches and upgrades solely for County's internal use. County shall have a right to modify and customize the Software, or to have the Software modified and customized by third-parties.

ARTICLE 35. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors

thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 36. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Statement of Work. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County

or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 37. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**

(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**

(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**

(Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
13. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
14. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
15. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
16. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
17. **Office of the Inspector General**
(Section 2-1076 of the County Code)
18. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
19. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest/Code of Ethics

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or

applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics. In accordance with 2-11.1 (y), the Miami Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 38. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 39. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- e) Miami-Dade County Code Section 10-38 "Debarment".
- f) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 40. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 41. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

- ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 42. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 43. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 44. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 45. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 46. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral

Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 47. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

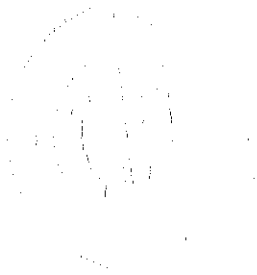
ARTICLE 48. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor
By: [Signature]
Name: Mark Hynes
Title: CEO
Date: 06.16.17
Attest: [Signature]
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal



Miami-Dade County
By: [Signature]
Name: Carlos A. Gimenez
Title: Mayor
Date: 7/7/17
Attest: [Signature]
Clerk of the Board



Approved as to form
and legal sufficiency

[Signature]
Assistant County Attorney

Appendix "A" – Statement of Work

1. Introduction and Background

This Statement of Work ("SOW") defines deliverables, responsible parties and timelines for the implementation, and post-implementation service and support, of the legislative management solution provided by the Contractor, Granicus, Inc. ("Granicus"). Business objectives to be achieved by this solution are as follows:

Open Platform and Government Transparency

- Give citizens access to live and archived streaming through Client website
- Import agendas and index video live
- Manage and distribute unlimited meetings and events automatically
- Integrate closed captions with video
- Measure participation with in-depth video analytics
- Streamline live meeting processes into a workflow that combines minutes with meeting recordings
- Record roll call, agenda items, speakers, motions, votes, and notes through a simple interface

Open Platform and Government Transparency with Legistar

- Reduce public inquiries with searchable, self-service access online
- Allow the public to track legislation, ordinances, and voting member records through Client website
- Provide historical tracking and reporting on all legislation initiated in the solution

Legistar

- Streamline business process and workflow throughout the legislation process: from drafting through adoption and filing
- Perform tasks associated with legislation drafting, review, approval, and filing process electronically
- Automate the legislative workflow with electronic approvals and signatures

All Solutions

- Receive training for all members of the organization through a “train-the-trainer” concept
- Substantially reduce hardcopy printing of documents related to meetings and legislation

2. Project Scope

2.1. Granicus Modules

Included in this solution, Client will receive the following Granicus modules:

Open Platform provides the ability to upload and publish content such as videos and documents to the Internet. The feature list includes:

- a. Unlimited government public meeting content storage and distribution
- b. Archived video editing and indexing
- c. An internal and public-facing citizen web portal
- d. Live and on-demand streaming to computers, tablets, and other mobile devices (Note: only if Client has an encoder or uploads a video to MediaManager (see 2.1.7 below).

Legistar is Granicus’s end-to-end legislative management solution. Features include:

- a. Live recording of actions, notes, speakers, and attendees will be through LiveManager. These recordings import directly and automatically into Legistar (user will initiate this action), automating the minutes recording process.
- b. Granicus will configure Legistar and Media Manager to allow for an import and export process to occur. Granicus will perform one or more tests after Legistar is configured to confirm data imports and exports from Legistar and Media Manager.
- c. Automation of the following business processes to support a streamlined workflow, with modifications to achieve the best practices as necessary:
 - i. Legislation Drafting and Submission: when departments, agencies or Council Member initiate legislation
 - ii. Legislation Review and Approval: draft legislation delivered to departments/agencies or meeting body for review and approval
 - iii. Agenda Management: create and publish meeting agendas, provide supporting material, and manage status of agenda items (e.g., withdrawal, held, etc.)
 - iv. Meeting Management: create meeting minutes, provide supporting material, and manage status of meeting items
 - v. Public Portal: publish items (e.g. agendas, minutes, statuses) and video to Client public portal
 - vi. Amendments: can be recorded at every point of the legislative process
 - vii. Bill Closeout: record approvals, electronic signatures (Approval Tracking System) and digital filing
 - viii. Version Control: full version control of legislative files (not attachments) throughout the legislative cycle
- d. Electronic legislative history tracking and reporting: ability to research previous and current legislation created within the system and supporting material, the actions taken on the item/current status, and report on it.
- e. Granicus provides a selection of standard formatting for a variety of reports/documents (e.g. agenda packets, minutes, meeting calendar, attendance report,

etc.). Granicus will deliver these reports/documents as part of the functionality of the system. Utilization of any or all of these reports is at Client's discretion.

f. Samples of the reports/documents with the default configuration can be viewed at: <http://tinyurl.com/oanlamr>. These reports/documents can be modified at Client's request at no additional cost if the requested modifications do not require changes to the application's core code. Changes that require core code modifications not on the feature list or committed to new features are considered out of scope.

g. Development of up to 25 workflows for the primary meeting body that can be used concurrently, allowing unique departmental processes to be tracked electronically. Additional workflows can be created by internal users and training will be provided on how to do so during System Administration Training.

h. Creation of an InSite webpage which can be customized, as desired, in the following ways:

- i. Insertion of a header/banner image at the top of InSite (Client can specify or Granicus can pull an image off of its homepage). The image should be at least 100px high, logos are preferable.
- ii. InSite color theme. Please select one from the following options presented here: <http://tiny.cc/o91e5x>.
- iii. Removal of any of the default tabs (e.g., People, Council, and Departments)
- iv. Change of any of the captions/labels (e.g., changing "Legislative Text" to read "Staff Report" or changing "Calendar" to read "Schedule")
- v. Remove fields or captions
- vi. For existing Clients: a tab created to point to the existing view pages
- vii. Note: InSite is not developed or supported when used as an iFrame. Individual colors in the text/design elements cannot be individually changed. InSite must use the theme system.

2.2. Licensing, Training, Managed Services, and Support

1. The licensing for this solution is considered to be a site license.
2. Software configuration and installation as included in the upfront and managed service fees
3. Installation of the software system into one environment
4. Configuration, support, and software updates for one meeting body are included in the monthly managed service fees. A meeting body is understood to mean a body that requires any combination of the following:
 - a. A unique agenda template
 - b. A unique minutes template
 - c. Any other unique template
 - d. A separate meeting type, title, or purpose

Additional meeting bodies are considered out of scope.

5. Integration and validation with existing Granicus solution and content
6. Go-Live support
7. Training Classes. Granicus will provide online training to Client's designated System Administrators and on-site training for user training, which will be administered in a train-the-trainer approach.
8. Access to reference and support materials and documentation
9. API Integrations. Granicus makes available the use of its various APIs to its Clients to enable them to extend their Granicus data in a variety of ways. Examples include leveraging the API to import data from a third party system into Granicus and,

conversely, exporting data to a third party system. Granicus will provide its APIs, as well as any existing documentation, to Client upon request. Any modification to the API is considered out of scope.

2.3. Additional Components

1. **Municode Integration:** Legistar-Municode integration so that so that legislative searches conducted on Client's InSite page can return data from both Client's Legistar database and Municode.
2. **Laserfiche Integration:** Laserfiche integration so that files can be both retrieved from and deposited into the Laserfiche system (Laserfiche required).
3. An **additional database** can be purchased if an additional training or QA environment is required.
4. **ATS (Approval Tracking System/Online Approval System):** (Note: This a default component of the Legistar system that allows for electronic approval to be used in the various workflows and is optional.) Granicus will review the approval tracking sequences with Client on Needs Analysis Call #3 and configure up to 25 complete sequences. Client's project team is responsible for configuring additional approval tracking sequences if more than 25 are required.

3. Out of Scope

This section captures the most common out-of-scope scenarios that Granicus encounters during the lifecycle of any given project. Granicus will not engage in any out-of-scope work without prior written approval from Client. Any product change or enhancement not explicitly listed in the project scope in Section 2 is considered out-of-scope.

1. Creation of custom reports
 - a. A custom report is defined as a report that requires modifications to the core application code in order to achieve a desired format or purpose.
 - b. Examples of out-of-scope custom reports include, but are not limited to:
 - i. Creating a brand new data field that does not exist on any report or existing database
 - ii. Having data that displays on one type of report display on another
 - iii. Adding a second logo to a report
 - iv. In general, modifications to formatting (font, size, or justifications), or hiding or moving certain data elements on a single report, are not considered custom reports, and are thus considered "in-scope."
 - c. The creation of any custom reports requires a separate assessment and project scope. Billing for custom reports is assessed on an hourly basis at the current professional services rate.
2. API Integrations
 - a. Examples of out-of-scope API requests include, but are not limited to:
 - i. Requests to make modifications to API functionality to accommodate any third party integration
 - ii. Any feasibility/data gap analysis to determine whether or not an API will be suitable for any Client integration or business need
 - iii. Any custom programming/configuration done by a Granicus staff member or contractor to accomplish or in pursuit of accomplishing any API integration

- iv. Any request for support regarding a third party integration not created by Granicus or its contractors
 - v. Any other API integration not clearly defined by this original scope of work
 - b. Billing for out-of-scope API integrations is assessed on an hourly basis at the current professional services rate.
- 3. Data conversion and migration of historical data into Granicus. A data conversion/migration is defined as a service whereby Client requests Granicus to move, convert, upload, or otherwise make available any data not originally generated by a Granicus product to appear or be utilized in Client's Granicus solution. Common scenarios include (but are not limited to):
 - a. Moving previous video data captured by another system or process into the Granicus solution
 - b. Moving previous agenda, minutes, legislative documents or data into the Granicus solution
 - c. Ensuring the video data and meeting documents remain associated with a specific meeting
- 4. Product changes or enhancements. If Client wishes to make a feature request, it may do so at any time through its Granicus Project Manager during this implementation. Granicus, at its sole discretion, will then choose whether to and how to implement any given product request.

4. Project Teams

4.1. Granicus Project Team

Granicus will assign the following team members to Client's implementation project:

- 1. Project Manager (Granicus PM):** This is the primary person responsible for the implementation of and adherence to project plans. See below for the full job description.
- 2. Business Analyst (Legistar only):** This person leads the customization and set up of the Legistar solution.
- 3. Designer:** The Designer is responsible for customizations and modifications of Granicus products that relate to reports and web design.
- 4. Solution Validation Engineer:** This team member is responsible for reviewing Client's technical compatibility with new or existing Granicus solutions. He or she will confirm the solution will work in Client environment and ensure Client will maximize the intended and desired benefits from the solution.
- 5. Product Trainer:** The Trainer delivers instructor-led online or in-person training. Granicus reserves the right to make adjustments to the project team roles as deemed appropriate.

The Granicus resources assigned to this project will be knowledgeable of the Granicus modules included in the solution and Client's business processes and requirements. These resources shall be fully capable of performing assigned duties, fulfilling project commitments, and communicating with Client team members effectively.

Granicus Project Manager Responsibilities

The Granicus Project Manager will manage the Granicus project team and work with Client's Project Manager to establish a framework for communication, documentation, and reporting to

be used throughout the project. The Granicus Project Manager responsibilities include, but are not limited to:

1. Collaborating with Client's Project Manager to establish a project plan, including the project schedule and deliverables
2. Giving Granicus team members a clear understanding of their respective responsibilities throughout the project
3. Managing the activities of the Granicus project team to help maintain on-time completion of deliverables
4. Ensuring Granicus completes all unit and integration testing on all configurations and interfaces prior to training
5. Monitoring the progress of the project and advising Client Project Manager of any risks that could impact an on-time completion of specific tasks and deliverables
6. Maintaining regular communications with Client Project Manager
7. Managing escalations and timely resolution of any issues
8. Managing the approval and timely completion of change orders
9. Maintaining documentation of decisions made, commitments and follow-up items, deliverables, and other items/issues associated with the project for which Granicus is responsible

4.2. Client Project Team

Client will assign the following team roles:

- 1. Project Manager (Client PM):** This is the main point of contact responsible for the implementation and adherence to project plans. See 4.2.1 below for the full job description.
- 2. Clerk:** It is important that the Clerk is an integral part of the Project Team to be the expert on the legislative process of the Council, from the approval process of legislation to the creation of minutes. This person will also be responsible for indexing the recording during the meeting if video/audio recording is involved.
- 3. IT Lead:** The IT Lead works closely with the Project Manager to ensure that the solution is deployed properly and helps solve IT issues that might arise.
- 4. Solution Administrator:** The Solution Administrator should be a person who is closely involved with the legislative and meeting processes: from the approval process of legislation to the creation of minutes to the online publication of meetings. The Solution Administrator's responsibilities will include, but not be limited to: collaboration with Granicus resources on the project schedule deliverables; and coordination with key stakeholders, representatives, and decision makers.
- 5. Backup Solution Administrator:** This Backup Solution Administrator will serve as the backup to the Solution Administrator and preferably has a solid understanding of the legislative and meeting processes of Client jurisdiction as well as a good level of technological skills.
- 6. (OP GT Only) Video Indexer:** Should the solution include video, the Video Indexer will be indexing/time-stamping the video in LiveManager if the Clerk cannot. This person can be from the Clerk's staff or a member of the A/V team depending on Client's unique workflow.

7. Subject matter experts (SMEs), including but not limited to: Client Council Secretary, Legislative Analyst(s), and other representatives, as deemed appropriate, from Client Attorney's Office, Mayor's Office, Clerk & Recorder's Office, Budget Management Office, etc.

Granicus will work with Client to make adjustments to the project team roles as deemed appropriate. The allocation of Client resources to the project may be variable according to:

1. The duration of the project
2. The level of internal Client agreement
3. The number of customizations required in the solution

Client resources assigned to this project shall be fully capable of performing assigned duties, fulfill project commitments and communicate with Granicus team members effectively.

Client Project Manager Responsibilities

Client Project Manager shall manage Client's project team and work with the Granicus Project Manager to establish a framework for communication, documentation and reporting to be used throughout the project. Client's Project Manager Responsibilities include, but are not limited to the following:

1. Collaborate with the Granicus Project Manager to establish the project schedule and deliverables
2. Ensure that all members of Client project team have a clear understanding of their respective responsibilities throughout the project
3. Manage the activities of Client's project team and partner resources to ensure the on-time completion of tasks and deliverables; create, maintain/update and complete all required project artifacts and other documentation
4. Monitor the progress of the project and advise the Granicus Project Manager of any risks that could impact an on-time completion of deliverables
5. Manage and track the project budget; flag for the project sponsors if additional funds are needed to complete the project
6. Maintain regular communications with the Granicus Project Manager and Client's project sponsors
7. Ensure that members of the Granicus Project Team have to Client's legislative process documentation and other Client resources to gain a sufficient understanding Client's legislative process and requirements to ensure a successful and effective implementation of the solution
8. Ensure that any customizations to the solution are fully specified and documented
9. Ensure that change orders contain a complete description and specification of the changes required

5. Project Timeline

Work shall be performed according to the target milestone timeline below, based on projects similar to Client's. Timelines may change based on mutual agreement between Client and Granicus.

	Phase	Scheduled Completion
1	Project Start-Up	2 weeks from contract execution
2	Implementation	1-9 week(s) from contract execution
3	Implementation Completion	1-10 week(s) from contract execution
4	Training	11-14 weeks from contract execution
5	Scope of Work Completion	12-15 weeks from contract execution

6. Milestones

For each milestone, Client's authorized representative shall give final, written approval that individual deliverables and milestones have been completed.

6.1. Milestone 1: Project Start Up

6.1.1. Staffing and Project Management

Success of the project is dependent on both Granicus's and Client's commitment to collaborating and performing the tasks and obligations described in this SOW. Both Granicus and Client shall provide reasonable turnaround times (to be mutually agreed upon) on critical decisions, information requests, and approvals that are required to ensure that project tasks and deliverables are completed on time.

6.1.2. Project Plan

Client and Granicus will work together to develop a comprehensive project plan consisting, at a minimum, of the components outlined below which are broken out by responsibility and ownership.

Deliverables:

1. Communication Plan: Client and Granicus will collaborate on and document processes to communicate project information to Client and vice versa. The plan, at minimum, should include:

a. Regularly Scheduled Status Calls: Members of both Client and Granicus project teams should participate in regularly scheduled calls to provide status updates, discuss open issues, project risks, etc.

b. Written Status Updates: Both Client and Granicus Project Managers should also provide written status updates at regularly scheduled intervals (e.g., weekly) to an agreed upon distribution of stakeholders, project team members and other appropriate personnel at both Client and Granicus.

c. Escalations: In the event that the Granicus Project Manager does not respond to Client's needs, Client shall directly contact Granicus's Director of Professional Services (please email implementation@granicus.com to contact the Director of Professional Services).

2. Resource Plan: Client and Granicus will collaborate to compile a list of all personnel from Client and Granicus that are associated with the project. The list should include each person's role in the project and contact information as well as their allocation to the project.

3. Training Plan: Granicus will provide Client with the Training Plan on the Project Kickoff Call.

6.1.3. Legistar: Legistar is the primary module that makes up the Granicus legislative management solution. It has functionality to draft and submit legislative items, agenda management, automated process workflow and approvals/electronic signatures, and document storage and organization.

Deliverables:

- a. Legistar installation package and instructions
- b. Needs Analysis Survey
- c. Based on the information provided in the Needs Analysis Survey, a Granicus Business Analyst will conduct Needs Analysis Calls to configure Legistar in accordance with Client's requirements, including:
 - i. Templates used for data entry (e.g. legislation creation)
 - I. Agenda Templates: Granicus will create and configure meeting agenda templates for one meeting body.
 - II. Legislative and Minutes Templates: Granicus will create and configure one legislative item template and one minutes template.
 - ii. Legislative process workflows
 - iii. User groups, roles, and permissions
- d. Legistar Output (Reports) Review: Granicus will work with Client to determine if standard Legistar output (reports) available from Legistar meet Client's requirements. For any requirements not met, Granicus will work with Client to define any needs that require custom configuration (to exclude customizations that would require changes to Legistar's base code).
- e. **InSite:** Granicus will set up an online public portal for Client that allows staff and public users to access meeting calendar/schedule, legislative files, supporting documentation, meeting agendas, minutes and videos at any time (current and past/archived). Users will be able to search, sort and export data to Excel, Microsoft Word or PDF.

Designated Client users will be able to publish meeting agendas and supporting documents, minutes, video, etc., to InSite directly from Legistar (and not via MediaManager).

Access to Legistar: Client staff and Council Members who have access to Legistar will be able to access the application from outside of Client's network through a log-in on the InSite page. This will provide access to full functionality in Legistar including the ability to draft, edit, review and approve items, etc. (note that when accessing items via the iLegislate app, users are limited to read-only and bookmarking capabilities).

- i. Granicus will create Client's InSite webpage and will customize it to reflect Client's branding limited to:
 - I. Insertion of a header/banner image at the top of InSite (Client can specify or Granicus can pull an image off of its homepage). The image should be at least 100px high, logos are preferable.
 - II. Creation of standard player page with Client header.
 - III. InSite color theme. Please select one from the following options: <http://tiny.cc/o91e5x>
 - IV. Removal any of the default tabs (e.g., People, Council, and Departments)
 - V. Change of any of the captions/labels (e.g., changing "Legislative Text" to read "Staff Report" or changing "Calendar" to read "Schedule")
 - VI. Remove fields or captions
 - VII. For existing Clients: a tab created to point to the existing view pages.

Note: InSite is not developed or supported when used as an iFrame. Individual colors in the text/design elements cannot be individually changed. InSite must use the theme system.

- ii. Granicus will present the customizations to Client for approval prior to deployment being considered complete.
- iii. Granicus will enable the publication of agendas, minutes, legislative documents, video, etc., from Legistar to InSite.
- iv. Granicus will enable access to Client's InSite page from Client webpage.

6.3. Milestone 3: Implementation Completion

Granicus performs unit and end to end testing as part of the normal development process. Granicus will conduct unit testing and integration testing using the following script for this implementation. (Please note this testing may be limited to one client machine and/or Granicus Encoding Appliance residing at Client.) Client is responsible for all testing.

Granicus will resolve all defects and complete any change requests that arise during testing and will review the fixes for all defects with Client. A change request is defined as request to add, modify, or delete a specific unit of functionality from what was documented in the original requirements. A defect is defined as any error, flaw, mistake, failure, or fault that prevents a unit of functionality, or the system, from working as intended, or to produce an incorrect result. Any and all security flaws (in any application layer) shall also be classified as defects. Client will test and sign off on defects as they are resolved. Any presence of defects or process of resolving defects will not impede milestone close out without Granicus's express approval.

Deliverable: Written confirmation of the successful completion of testing

6.4. Milestone 4: Training

Granicus will conduct training for Client identified staff that will cover the essential concepts and standard navigation of the solution and tasks related to Client's legislative business processes. Client will utilize a train-the-trainer approach for end user training. Scheduling of all training sessions shall be coordinated with and approved by Client. Granicus will authorize Client to videotape training sessions for internal use and to reproduce any the training materials such as training guides, screenshots, in part or whole, for its own purposes. Training is comprised of the following components, depending on Client's solution:

Module or Software Solution	Training Provided
Open Platform and Government Transparency	Three 2-hour sessions <ol style="list-style-type: none"> 1. Pre-/During Meeting Steps 2. Post-Meeting Steps 3. Review/iLegislate
Legislative Management	Admin Training: Two 2-hour online, instructor-led sessions prior to onsite training. Four days onsite <ol style="list-style-type: none"> 1. Day 1: Project Overview, Drafter Training, Approver Training, and Agenda Generation Prep 2. Day 2: Project Overview, Draft Training, Approver Training, and Agenda Generation Prep 3. Day 2: Agenda Generation, LiveManager, and MediaManager 4. Day 3: Minutes Processing, Workflow Review, and iLegislate

Requirements:

1. Client will ensure that training participants have a working familiarity with the standard Microsoft Windows conventions and terminology.
2. On-site training locations will include one computer for use by each participant. Granicus will provide Client with instructions regarding the set up required for Client computers that will be used in training. Client will prepare all computers per the instructions provided prior to the training class start time.

Deliverables:

1. Class outline and user roles involved
2. Training materials
3. Electronic copies of user manuals and quick reference guides for each functional module covered in training

6.5. Milestone 5: Scope of Work Complete

Final acceptance will be based on successful testing and implementation of the system, defined as:

1. Integration tested (with ability to provide evidence of testing upon Client's request)
2. End-to-end configuration and functionally tested

6.5.1. Documentation

Granicus will provide documentation to support the software. Any software tools or utilities that are desirable to tune, test, maintain, or support the software shall be specified by Granicus.

Documentation will include but is not limited to:

1. Technical administration
2. Software configuration
3. Technical architecture diagram

4. Data flow diagram
5. Application administrator guide
6. End-user day-to-day operation guide
7. Quick Reference Guides by job function

6.5.2. Close-Out Process

1. Close out invoicing
2. Finalize and deliver remaining documentation, recorded trainings, etc.
3. Granicus will provide a plan to Client for post-implementation support and maintenance.

After **Milestone 4: Training**, Client will be introduced to assigned Client Success Manager (CSM) who will serve as the primary contact for any issues Client encounters or questions remaining in the first 90 days of solution usage. CSM will educate Client on how best to engage with and access the Granicus Customer Support Team. After the initial 30-day period with the dedicated CSM, the Customer Support Team will be responsible for assisting Client with any issues.

7. Assumptions

This proposal is based upon the assumptions below. If for some reason these assumptions are false, it may result in a scope change and an impact on the proposed project.

7.1. Project Management Assumptions

1. Success of the project is dependent on both Granicus and Client's commitment to collaborating on and performing the tasks and obligations described in this SOW. Granicus assumes that Client will provide reasonable turnaround time (to be mutually agreed upon) on critical decisions, essential information, and approvals that are required to continue with work in progress or that is critical to meeting a deliverable due date. Granicus expects that a decision will be elevated to the appropriate Client management level to make a decision in a timely manner.
2. Client will perform its obligations and render the assistance described in this SOW in a timely manner and in a manner as to adhere to the final schedule. In the event that Granicus is delayed or prevented from performing its obligations, to the extent that the delay is caused by factors beyond the reasonable control of Granicus, including without limitation, the inability of Client to perform its responsibilities (i.e. finalizing the requirements) in a timely manner, Granicus will be entitled to an equitable adjustment in the timetable.
3. Project initiation will occur upon signature of the Agreement by both parties. All dates in this SOW are subject to a mutually agreed upon schedule after execution of the Agreement.

7.2. Technical Assumptions

1. Remote Management: Granicus maintains and monitors the software performance of its solutions. All software patches and Granicus software updates are performed on a determined schedule. Remote support, management, patching, reporting and logging are performed using ScreenConnect. Installation of third party software not specifically approved by Granicus may detrimentally impact the server's performance. In extreme cases, the server may need to be reimaged to restore normal operations; in this case, a reimaging fee may be charged.

Recommended Platforms and Browsers:

Platform	Browser
Microsoft Windows (version XP SP2 or newer)	Microsoft Internet Explorer, version 9 or newer
Mac OS X (version 10.5 or newer)	Apple Safari, version 5 or newer
iOS (version 4.2.1 or newer)	--
Android (version 2.2.1 or newer)	--

Please note: performance on Android devices may vary depending on the version, phone manufacturer, and carrier.

2. Software Technical Requirements: The Encoding Appliance and Performance Accelerator are managed through Granicus's hosted software program known as MediaManager. The administration feature in MediaManager is a central hub for preparing and publishing content in Client's Granicus solution. In addition to publishing content, Client can manage user access and view usage reports. MediaManager administration requires use of a system that meets the following specifications:

Computer	Windows-based PC
Recommended Browser	Internet Explorer 9 or newer
Internet Access	Access to Client MediaManager site (<i>clientname.granicus.com</i>)

MediaManager allows system administrators to have granular control over the actions that users are allowed to perform. In addition to meeting the system requirements that are listed above, each user must have been granted access rights to the tools that they wish to use.

System Functionalities

"Y" – "Yes" - Requirement will be FULLY met with the proposed System (without code customizations, additional scripting, or additional code).

"V" – "Vendor" – The System requires third party software or services to fully meet the requirement.

"N" – "No" - Requirement will not be met and why. A blank or N/A in any box will be interpreted as an "N".

"G" – "Configuration" – Subject matter expertise on the proposed System is required in order to configure the System to meet the requirement.

"F" – "Future" - Indicates that the requested functionality will be released with next major update to the System. Contractor must include the anticipated date of availability.

"C" – "Custom" - Indicates that the requested functionality can be accommodated through a software customization.

FUNCTIONALITY	Response (Y, V, N, G, F, C)	Detailed Explanation
General Functions		
Create (data entry and generate) and manage agendas and minutes for approximately 138 Boards and subcommittees	Y	
Allow reviewers to see list of pending items and have the ability to select the item that they would like to process	Y	
Migrate data in our current legislative database into the new agenda management system. Data cleansing and integrity will be provided by Miami Dade County. There are approximately fifty (50) different record types to convert with a combined total of 2,500,000 records.	Y	
Provide unlimited data hosting and storage	Y	
Create and maintain multiple levels of security for users	Y	
Maintain an audit trail for administrative changes to legislative records	Y	
Accommodate simultaneous multiple-user access to all components of the system	Y	
Enable users to monitor the status of items	Y	
Make available legislative data, via Application Program Interface (API) or direct access, to other County websites and systems currently using legislative data	Y	
Provide secured storage of data and user credentials	Y	
Provide secured data communications between client workstations and main host	Y	
Core Functionalities		
Preparation of Agenda Items		

FUNCTIONALITY	Response (Y, V, N, G, F, C)	Detailed Explanation
Provide standard Microsoft Word templates for drafting resolutions, ordinances, and reports	Y	
Provide Agenda item templates that include drop-down boxes as well as other features to reduce the amount of manual data entry	Y	
Provide spell checking that includes words in all capitals	Y	
Allow the attachment of files in various formats	Y	
Ability to create electronic versions of paper documents included as part of an agenda item submission	Y	
Enable user to identify the Prime Sponsor, Co-Prime Sponsor, Co-Sponsor as well as the departmental requester of legislative items	Y	
Ability to lock records (files) to prevent accidental modifications	Y	
<i>Submission of Agenda Items</i>		
Simple and user-friendly interface for submitting items	Y	
Enforce submittal deadlines	F	
Provide the ability to attach files in multiple file formats (Word, PDF, GIF, JPEG, etc.)	Y	
Allow agenda items to be moved as one package with all associated attachments	Y	
<i>Workflow</i>		
Enable the County to define multiple configurable workflows	Y	
Allow reviewer to modify workflow to forward item to users that are not in the standard workflow	Y	
Allow assignments to delegates/backups when the reviewer is not available	Y	
Route items to reviewers automatically	Y	
Restrict access to items that are being reviewed	Y	
Enforce deadline for review of items	Y	
Allow for future redesign of workflow	Y	
<i>Review and Approval</i>		
Allow reviewers to see list of pending items and have the ability to select the item that they would like to process	Y	
Show comments and track changes on documents	Y	
Provide automatic notification when document is revised	Y	

FUNCTIONALITY	Response (Y, V, N, G, F, C)	Detailed Explanation
Once approved by a reviewer, only the approved version of the item flows to the next level for review	Y	
All document approvals of final items with approval code, electronic signature, or digital signature	Y	
Notification		
Use email to notify reviewers that item is being prepared	Y	
Use email to notify reviewers that an item is pending their review	Y	
Use email to send reminders to appropriate staff to facilitate workflow	Y	
Allow for reviewer assignment escalation when items are not completed timely and management notifications based on deadlines	Y	
Use email to notify Agenda Coordinator that item has been submitted	Y	
Ability to customize notification message for specific tasks	Y	
Notify administrator if a reviewer in a defined workflow is no longer in active email directory	Y	
Agenda Publication		
Allow items to appear on multiple agendas	Y	
Allow secured draft agendas to be created	Y	
Allow flexible formatting of agendas such as font and order of items	Y	
Allow user to set the order that sponsors appear on the agenda	Y	
Assemble all items into final agenda packet (e.g. packet should include agenda and agendas items with attachments)	Y	
Automatically convert all documents to PDF (OCR version) for printing and website publication	Y	
Link agenda items to the titles on the agenda	Y	
Insert page numbers on individual agenda items including attachments	Y	
Publish automatically to website	Y	
Publish to different media for distribution such as tablets or smartphones	Y	
Ability to notify Commission, staff and the public of the availability of an agenda and packet	Y	
Notify Commission, staff and the public when the status of the agenda changes such as Preliminary Agenda to Official Agenda	Y	

FUNCTIONALITY	Response (Y, V, N, G, F, C)	Detailed Explanation
Notify Commission, staff and the public when a meeting is cancelled or rescheduled	Y	
Notify interested parties when certain subjects are on an agenda	Y	
Provide a method for downloading and printing an agenda with individual items, including any attachments	Y	
Provide the ability to download and/or view an agenda to any mobile device such as a tablet or smartphone	Y	
Ability to convert the final agendas to PDF and Word files	Y	
Ability to export agenda into Granicus Media Manager	Y	
Allow the public to receive agendas by email via subscription services.	Y	
Meeting Minutes		
Convert agenda template into minutes format	Y	
Real-time recording of roll call and voice votes	Y	
Real-time recording of notes	Y	
Ability to capture vote per individual item or entire agenda section such as Consent Agenda	Y	
Ability to create Board actions	Y	
Post Meeting Follow-up and Research		
Ability to use workflow post meeting for tracking and numbering items as well as signing documents	Y	
Provide for tracking of directives requested by the Board during meeting	Y	
Provide legislative history for each item	Y	
Allow user to search and access past and current items by keywords, dates or date range	Y	
Provide for full text search of agenda items	Y	
Ability to print search results	Y	
Ability to search on titles, body of an agenda item, and attachments	Y	
Ability to search records related to a vote	Y	
Ability to search records regarding meeting attendance	Y	
Reporting Features		
Ability to generate reports with information consistent with the Changes Memo, Municipal Notices, and File Status Reports currently available in the existing system.	Y	
Generate listing of items scheduled for upcoming Board meetings by date of meeting and department	Y	

FUNCTIONALITY	Response (Y, V, N, G, F, C)	Detailed Explanation
Ability to support flexible user-friendly searches based on user-defined criteria	Y	
Ability to export reports to Microsoft Excel and Word	Y	Only InSite exports data to Excel
Print reports	Y	
Reports		
Generate Report that tracks Board and Committee actions	Y	
Generate Report that contains the information consistent with the current Pull List (See Appendix I)	Y	
Generate daily, monthly and yearly management statistical reports including number of agendas, minutes and items processed.	C	These reports do not exist generically and would need to be custom built.
Enterprise Content Management		
Interface with Documentum version 7.1 or higher enterprise content management system for the storage and retrieval of documents.	Y	
Use Documentum for the version control of documents.	N	Legistar does not have a built-in integration with Documentum
Provide appropriate meta-data with stored documents for ease of retrieval.	Y	
Provide appropriate meta-data with stored documents which will enable proper security for stored documents.	N	Cannot respond: unclear on the requirement
Provide appropriate meta-data with stored documents which will allow the correct document retention schedule to be applied.	Y	
Error check meta-data to ensure only valid meta-data is stored in Documentum.	N	Legistar does not have a built-in integration with Documentum
Store final documents in a file format that may still be opened during the period of document retention. The County currently requires PDF/A. A PDF/A is a version of the Portable Document Format (PDF) specialized for use in the archiving and long-term preservation of electronic documents.	N	Legistar stores attachments in their native format. For any documents published to the web they are converted to PDF format

FUNCTIONALITY	Response (Y, V, N, G, F, C)	Detailed Explanation
Provide end-users the ability to annotate documents as a layer leaving the original document in-tact. The County already licenses Brava! from OpenText for this functionality within Documentum.	N	
Provide the ability for end-users to share the annotations based upon specific security groups.	N	
Provide the ability to view documents with annotations on hand held devices such as iPads and Tablets.	Y	iLegislate

Security

The acceptable codes are as follows:

“Y” – Requirement will be FULLY met with the proposed solution (without configuration, or modification). In the Proposal response, please include documentation showing how the Proposer will fulfill the request, including any alliances with other suppliers.

“C” – Requirement will be met via configuration (without changing base source code in proposed system).

“M” – Requirement will be met via modification of the base source code of the solution

“G” - “Configuration” – Subject matter expertise on the proposed System is required in order to configure the System to meet the requirement.

“N” – Requirement will not be met and why. If an alternative compensating control is being proposed, please provide a detailed explanation. A blank or N/A in any box will be interpreted as an "N". This will not automatically disqualify the Proposer's response.

A Proposer awarded a contract as a result of this, agrees to comply with all County requests relating to the verification of compliance to Section 2.0.

Information Security Desired Requirements	Response (Y/C/M/G/N)	Detailed Explanation
System must uniquely identify each user.	Y	
System provides integration with Microsoft Active Directory for user authentication for Internal users. (FIM/MIM)	Y	
System must uniquely identify each process (system) account.	Y	
Default system accounts are either disabled or capable of being renamed. (e.g. administrator/admin, guest)	Y	
Accounts are automatically disabled after a configurable period of inactivity (e.g. 90 days).	N	

Information Security Desired Requirements	Response (Y/C/M/G/N)	Detailed Explanation
Solution must utilize account passwords for authentication.	Y	
Account Password complexity must be configurable to allow for a minimum of 8 characters comprised of upper and lower alpha, numeric and special characters (e.g. !, @, #, \$, %, &, *)	G	
Passwords must be suppressed (not echoed back) when entered by users.	Y	
Passwords stored by the system must be encrypted with a minimum of AES 256 bit encryption	Y	
User login credentials (user account/password) must be encrypted in transmission with a minimum of AES 256 bit encryption	Y	
System must support implementation of configurable password aging (e.g. passwords expire every 90 days)	G	
System must support password history functionality whereby password re-use is prohibited for a configurable number of prior passwords between 6 and 12.	G	
System must support administrative passwords aging of 30 days.	G	
Administrative accounts must have the capability of resetting passwords	Y	
System should provide user self service password reset functionality utilizing a challenge and response authentication	Y	
Self service challenge and response must be comprised of 8 challenge questions and store users responses during registration. Responses must be stored encrypted with a minimum of AES 256 bit encryption.	N	
Self service password reset must present user with a configurable number of random challenge questions which when answered	N	

Information Security Desired Requirements	Response (Y/C/M/G/N)	Detailed Explanation
correctly will enable password to be reset.		
System must support the ability to limit unsuccessful login attempts to 5. If the number of unsuccessful login attempts is exceeded, system must lock out or disable user account.	Y	
System must support limiting concurrent user sessions to 1 by default. Number of concurrent user sessions must be configurable by administrators.	Y	
System must provide administrative capability to lock or disable accounts whenever necessary.	Y	
System must display a configurable warning, pre-login banner during solution login which indicates the unauthorized access is prohibited?	N	
System must support the ability to manage users based on group membership. (role based privileges) in addition to assigning/revoking specific user based privileges	Y	
System must provide tools and reporting to enumerate user rights/privileges, group membership, access to locations/functions or user profiles	Y	
System must provide audit logging capability which captures successful logins, unsuccessful logins, records viewed, printed, added, deleted or modified and have the capability to retain logs for a period of 5 years plus current.	N	
System audit logs must capture date and time, user account, source IP address, audit event and success or failure of event	Y	
System must prohibit administrators from disabling the audit mechanism.	Y	

Information Security Desired Requirements	Response (Y/C/M/G/N)	Detailed Explanation
System must ensure the audit log is protected from unauthorized access? (i.e. logs are capable of simultaneously being sent to a logging server in addition to being maintained locally)?	Y	
System must prevent users or administrators from editing the audit log. (modifying, deleting or adding log entries)	Y	
System should provide for software version controls to prevent outdated versions of software access to DBMS.	Y	
Are outbound communications generated? Explain what data is contained in said messages (e.g. email alerts, automated reports, SNMP traps...).	N	
If the solution's database is relational, referential integrity must be enforced by the RDBMS	Y	
The system must prohibit users, developers, DBA's or system administrators from making changes to posted, completed or closed transaction records.	G	
The system must provide rollback processes incorporated into the database for all critical transactions	Y	
The system must ensure that sensitive data (data that falls under the scope of FSS 539.003, CJIS, PII, SOX, HIPPA, and PCI requirements) is encrypted during transmission over the client's network (minimum AES 256 bit encryption)	Y	
The system must ensure that sensitive information (data that falls under the scope of FSS 539.003, CJIS, PII, SOX, HIPPA, and PCI) which is vulnerable to unauthorized access, encrypted while in storage (minimum AES 256 bit encryption)	Y	

Information Security Desired Requirements	Response (Y/C/M/G/N)	Detailed Explanation
The system must ensure that Is sensitive information (data that falls under the scope of FSS 539.003, CJIS, PII, SOX, HIPPA and PCI) encrypted for transmission over external networks or connections. (minimum AES 256 bit encryption)	Y	
Hosted system or solution should be hosted in an audited data center complying with ISO 27001, SAS 70, SSAE 16 or SOC 3 audit standards. (please provide copy of most recent audit)	Y	
Hosted systems or solutions must have controls in place which prohibit Hosting / Systems employees or 3rd party vendor technical support personnel access to or the ability to access, view or modify customer confidential data in compliance with FSS 536.003. Please describe controls used to ensure data confidentiality, including encryption and key storage mechanisms.	N	
Hosted systems or solutions must be physically located within the Continental United States.	Y	
Hosted system or solution must be a high availability solution with either active / active or active / passive failover between geographically dispersed data centers	Y	
Hosted system or solution must reside in a data center with appropriate physical access security controls in place. Please elaborate in comments.	Y	
Hosted system or solution must be accessible from the County network and Proxy infrastructure	N	
Web based Hosted system or solution must encrypt all sessions from initiation to termination using current valid encryption cipher (SSL/TLS 1.1 or higher)	Y	

Information Security Desired Requirements	Response (Y/C/M/G/N)	Detailed Explanation
Hosted system or solution must be scanned for vulnerabilities on a regular basis (monthly) using commercially available vulnerability scanners such as Nessus, Qualys etc. Monthly vulnerability reports must be shared with the County.	N	
Hosted system or solution must be regularly patched with appropriate OS/database/application security patches within 30 days of vendor release.	Y	
Hosted system or solution must have "Critical" security patches applied within 7 (seven) calendar days of release from vendor.	N	
Hosted system or solution must be running on current supported release of OS/database/applications. End of Life (EOL) versions will be upgraded prior to end of vendor support date.	Y	
Hosted system or solution must be scanned for Application vulnerabilities on a regular basis (monthly) using commercially available vulnerability scanners such as HP WebInspect, or IBM Ration AppScan, etc.	N	
Hosted system or solution will have change control processes implemented to provide application vulnerability scanning (OWASP top 20) prior to production migration of any changes. All "Critical and Severe" vulnerabilities will be remediated prior to migration. Application vulnerability reports will be shared with the County.	N	
Hosted system or solution will be protected using Intrusion Detection and Prevention technology (IDS/IPS)	Y	
Hosted system or solution will be protected against Distributed Denial of Service (DDOS) Attack	Y	

Maintenance and Support

1.1 Up-Time Guarantee. Granicus, Inc. represents and warrants a 99.9% up-time guarantee per month for its hosted services. Granicus, Inc. will provide notification of any system-wide outages within one hour from the time the issue is first recognized by our operations team. Notifications will be posted on status.granicusops.com. Email notifications can be subscribed to from that page.

1.2 Contacting Granicus. The Customer Care staff at Granicus, Inc. may be contacted by the customer via Internet, email, or telephone.

Contact Information

Online (recommended in most cases) www.granicus.com/createacase
Email (recommended if you do not have Internet access) customercare@granicus.com
Phone (recommended for urgent issues) (877) 889-5495 ext.1

Support Hours (Eastern Standard Time)

Coverage	Hours	Days
Regular Hours	8:00AM – 8:00 PM	Monday - Friday
Urgent After Hours	8:00 PM – 1:00 AM	Monday - Friday
Emergency On Call	8:00 AM – 8:00 PM	Saturday and Sunday

1.3 Maintenance Services/Response Times. Granicus, Inc. maintenance services and response times will be in accord with the levels and response times set forth below:

(a) Level 1: Emergency. No parts of the Granicus Suite are functional for the customer, and workflow is severely impacted.

Granicus, Inc. will respond to all Level 1 problems within one (1) hour of notification by the customer of occurrence.

(b) Level 2: Severely Impaired. One or multiple components of the customer's Granicus Solution are not functioning as intended and customer is not able to complete their workflow in any capacity.

Granicus, Inc. will respond to all Level 2 problems within four (4) hours of notification by the customer of occurrence.

(c) Level 3: Impaired. One or more components of the Granicus Suite is not functioning as intended, or the customer is unable to complete their workflow in a timely manner. Typically, this includes video files not uploading, document template configuration changes, and other time-sensitive issues.

Granicus, Inc. will respond to all Level 3 problems within one (1) business day of notification by the customer of occurrence.

(d) Level 4: General. Cases that are non-urgent in nature. Customer can perform the necessary duties they need with their suite of Granicus products.

Granicus, Inc. will respond to all Level 4 problems within three (3) business days of notification by the customer of occurrence.

A response by Granicus, Inc. means that a Granicus, Inc. Customer Care engineer will respond directly to the customer via phone or e-mail with an assessment of the issue. Notification shall be the documented time that the customer either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies the customer there is an issue.

1.4 Hardware Replacement. For hardware issues requiring replacement, Granicus, Inc. shall respond to the request made by the customer within 1 business day. Hardware service repair or replacement will occur within 4 business days of the request by the customer, not including the time it takes for the part to ship and travel to the customer. The customer shall grant Granicus, Inc. or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus, Inc. will keep the customer informed regarding the time frame and progress of the repairs or replacements.

1.5 Penalties. For failure to meet the 99.9% uptime guarantee:

One (1) day of managed service per hour exceeding the allowed downtime per month, not including any downtime as defined in Scheduled Maintenance in Section 1.5.

For failure to respond within the defined service response times:

Level 1: one day of managed service per hour past the one hour response time required.

Level 2: one day of managed service per hour past the four hour response time required.

Level 3: one day of managed service per day past the one day response time required.

Level 4: one day of managed service per day past the three day response time required.

Under no circumstances shall the amount of penalty in a given calendar month exceed the total contracted monthly services fee.

1.6 Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime, and will only take place between 10:00 PM and 4:00 AM Mountain time on Fridays. The reason for this maintenance window is it allows Granicus staff to continue to monitor and test the production system through the weekend, helping ensure a smooth maintenance deployment. Granicus, Inc. will provide the customer with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus, Inc. will clearly post that the site is down for maintenance and the expected duration of the maintenance. Notifications will be posted on status.granicusops.com and can be subscribed to from that page.

Training

Granicus will conduct training for County identified staff that will cover the essential concepts and standard navigation of the solution and tasks related to County's legislative business processes. The County will utilize a train-the-trainer approach for end user training. Scheduling of all training sessions shall be coordinated with and approved by the County. Granicus will authorize the County to videotape training sessions for internal use and to reproduce any the

training materials such as training guides, screenshots, in part or whole, for its own purposes. Training is comprised of the following components:

Module or Software Solution	Training Provided
Open Platform and Government Transparency	Three 2-hour sessions Pre-/During Meeting Steps Post-Meeting Steps Review/iLegislate
Legislative Management	Admin Training: Two 2-hour online, instructor-led sessions prior to onsite training. Three days onsite Day 1: Project Overview, Drafter Training, Approver Training, and Agenda Generation Prep Day 2: Agenda Generation, LiveManager, and MediaManager Day 3: Minutes Processing, Workflow Review, and iLegislate

Requirements:

1. Client will ensure that training participants have a working familiarity with the standard Microsoft Windows conventions and terminology.
2. On-site training locations will include one computer for use by each participant. Granicus will provide Client with instructions regarding the set up required for Client computers that will be used in training. Client will prepare all computers per the instructions provided prior to the training class start time.

Deliverables:

1. Class outline and user roles involved
2. Training materials
3. Electronic copies of user manuals and quick reference guides for each functional module covered in training

Granicus will provide documentation to support the software. Any software tools or utilities that are desirable to tune, test, maintain, or support the software shall be specified by Granicus.

Documentation will include but is not limited to:

1. Technical administration
2. Software configuration
3. Technical architecture diagram
4. Data flow diagram
5. Application administrator guide
6. End-user day-to-day operation guide
7. Quick Reference Guides by job function

Appendix "B" Payment Schedule

A. Initial Three (3) Year Term Pricing

The following pricing will be applicable to the initial three (3) year term.

DESCRIPTION	PRICE
Software License Fee	\$0.00
Implementation Services inclusive of Customization, Training, Interface Development, Data Conversion, and Miscellaneous Costs including Travel (Breakdown in D, Performance Based Deliverables & Milestone Payments)	\$27,600
Software Escrow Fees (Breakdown in Table B1)	\$6,000.00
Maintenance and Technical Support Service Fees (Initial Contract Term)	
Maintenance and Technical Support Service Fees Year 1	N/A – Warranty Period
Maintenance and Technical Support Service Fees Year 2 (commencing upon the one year anniversary of the Contract Date)	\$24,600.00
Maintenance and Technical Support Service Fees Year 3	\$24,600.00
Total Proposed Price*	\$82,800

TABLE B1 - PRICE BREAKDOWN FOR SOFTWARE ESCROW FEES (Initial Three Year Term)	
Description/Milestone	Price
Software Escrow Agreement Fees Year 1	\$2,000.00
Software Escrow Agreement Fees Year 2	\$2,000.00
Software Escrow Agreement Fees Year 3	\$2,000.00
Total for Software Escrow Fees	\$6,000.00

B. Optional Years To Renew (OTR)

Should the County elect to exercise the Option to Renew Terms available under this agreement, the following pricing shall apply.

B1: SOFTWARE MAINTENANCE SUPPORT SERVICES

DESCRIPTION	ANNUAL FEE
OTR 1 – Maintenance, and Technical Support Service Fees (Years 4 - 5)	
Maintenance and Technical Support Service Fees <i>Contract Year 4</i>	\$24,600.00
Maintenance and Technical Support Service Fees <i>Contract Year 5</i>	\$24,600.00
OTR 2 – Maintenance, and Technical Support Service Fees (Years 6 - 7)	
Maintenance and Technical Support Service Fees <i>Contract Year 6</i>	\$24,600.00
Maintenance and Technical Support Service Fees <i>Contract Year 7</i>	\$24,600.00

B2: SOFTWARE ESCROW FEES

DESCRIPTION	ANNUAL FEE
OTR 1 – Software Escrow Fees (Years 4 - 5)	
Software Escrow Fees <i>Contract Year 4</i>	\$2,000.00
Software Escrow Fees <i>Contract Year 5</i>	\$2,000.00
OTR 2 – Software Escrow Fees (Years 6 - 7)	
Software Escrow Fees <i>Contract Year 6</i>	\$2,000.00
Software Escrow Fees <i>Contract Year 7</i>	\$2,000.00

C. Optional Professional Services

Compensation for Optional Professional Services shall be based on the projects assigned. Contractor shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project.

Service	Initial 3-yr Contract Term	OTR 1	OTR 2	OTR 3
Project Manager	\$200.00/hour	\$200.00/hour	\$200.00/hour	\$200.00/hour
Developer	\$200.00/hour	\$200.00/hour	\$200.00/hour	\$200.00/hour
Web Developer	\$200.00/hour	\$200.00/hour	\$200.00/hour	\$200.00/hour
Trainer	\$200.00/hour	\$200.00/hour	\$200.00/hour	\$200.00/hour
Solution Administrator	\$200.00/hour	\$200.00/hour	\$200.00/hour	\$200.00/hour
Database Administrator	\$200.00/hour	\$200.00/hour	\$200.00/hour	\$200.00/hour
On-Site Training	\$1,700/day	\$1,700/day	\$1,700/day	\$1,700/day
Migration Specialist	\$200.00/hour	\$200.00/hour	\$200.00/hour	\$200.00/hour

D. Performance Based Deliverables & Milestone Payments (Initial Term)

The Contractor shall be compensated per the table below for completion of milestones. Deliverables are subject to review and approval by the County prior to payment. The Milestone Durations are "estimates" only. The estimated timeline below demonstrates the approach for project delivery. The steps may overlap, be worked concurrently, and or have incremental development methodologies.

Milestone	Deliverable(s)	Estimated Duration	Fixed Price Milestone
Milestone 1: Project Start Up	1. Staffing and Project Management 2. Project Plan 3. Legistar	2 weeks from contract execution	\$6,900.00
Milestone 2: Implementation	Business Analysis phase and software configuration	1-9 week(s) from contract execution	\$6,900.00
Milestone 3: Implementation Completion	Written confirmation of the successful completion of testing	1-10 week(s) from contract execution	

Milestone 4: Training	1. Class outline and user roles involved 2. Training materials 3. Electronic copies of user manuals and quick reference guides for each functional module covered in training	11-14 weeks from contract execution	\$6,900.00
Milestone 5: Scope of Work Completion	1. Integration tested (with ability to provide evidence of testing upon Client's request) 2. End-to-end configuration and functionally tested 3. Documentation 4. Close-Out Process	12-15 weeks from contract execution	\$6,900.00

Appendix "C" Escrow Agreement

Effective Date	
Master Deposit Account Number	
*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.	

Master Three-Party Depositor Escrow Service Agreement

1. Introduction

This Master Three-Party Depositor Escrow Service Agreement (the "**Agreement**") is entered into by and between Granicus, Inc. ("**Depositor**"), and by any additional party enrolling as a "**Beneficiary**" upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "**Party**" or collectively as the "**Parties**" throughout this Agreement.

- (a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached to this Agreement ("**Services**"). A Party shall request Services under this Agreement by selecting such Service on Exhibit A upon execution of the Agreement or by submitting a work request for certain Iron Mountain Services ("**Work Request**") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "**Iron Mountain Website**").
- (b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement ("**License Agreement**") conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations

- (a) It shall be solely the Depositor's responsibility to: (i) make an initial deposit of all proprietary technology and other materials covered under this Agreement ("**Deposit Material**") to Iron Mountain within thirty (30) days of the Effective Date; (ii) make any required updates to the Deposit Material during the Term (as defined below) of this Agreement; and (iii) ensure that a minimum of one (1) copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached to this Agreement as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.

3. Beneficiary Responsibilities and Representations

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.
- (b) It shall be solely the Beneficiary's responsibility to monitor whether a deposit or deposit update has been accepted by Iron Mountain.

4. Iron Mountain Responsibilities and Representations

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the **"Authorized Person(s)/Notices Table"** below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. Either Depositor or Beneficiary may obtain information regarding deposits or deposit updates upon request or through the Iron Mountain Website.
- (d) Iron Mountain will follow the provisions of Exhibit C attached to this Agreement in administering the release of Deposit Material.
- (e) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (g) Should transport of Deposit Material be necessary for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement or following the termination of this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. **Deposit Material Verification**

- (a) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached to this Agreement and Depositor consents to Iron Mountain's performance of any level(s) of such Services. Upon request by Iron Mountain and in support of Beneficiary's request for verification Services, Depositor shall promptly complete and return an escrow deposit questionnaire and reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel whenever reasonably necessary.
- (b) The Parties consent to Iron Mountain's use of a subcontractor to perform verification Services. Such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor warrants and Beneficiary warrants that any material it supplies for verification Services is lawful, does not violate the rights of any third parties and is provided with all rights necessary for Iron Mountain to perform verification of the Deposit Material.
- (c) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. Provided that the requesting Party has identified in the verification Work Request or SOW that the Deposit Material is subject to the regulations of the International Traffic in Arms Regulations (22 CFR 120)(hereinafter "**ITAR**"), Iron Mountain shall ensure that any subcontractor who is granted access to the Deposit Material for the performance of verification Services shall be a U.S. Person as defined in 8 U.S.C. 1101(a)(20) or who is a protected person as defined in 8 U.S.C. 1324b(a)(3). After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both

Parties, in accordance with the change control procedures set forth in the SOW. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.

6. Payment

The Party responsible for payment designated in the Paying Party Billing Contact Table ("**Paying Party**") shall pay to Iron Mountain all fees as set forth in the Work Request ("**Service Fees**"). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

7. Term and Termination

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date ("**Initial Term**") and will automatically renew for additional one (1) year terms ("**Renewal Term**") (collectively the "**Term**"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. The Effective Date and the Deposit Account Number shall be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the escrow account.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return physical Deposit Material to the Depositor and erase electronically submitted Deposit Material. If reasonable attempts to return the physical Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 10) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

8. Infringement Indemnification

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend, indemnify and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. Depositor may elect to control the defense of such claim or action or enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

9. Warranties

IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A COMMERCIALY REASONABLE MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

10. Confidential Information

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material and use at least the same degree of care to safeguard the confidentiality of the Deposit Material as it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order or subpoena. It shall be the responsibility of Depositor or Beneficiary to challenge any such order or subpoena; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order or subpoena. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any order or subpoena, at such Party's expense.

11. Limitation of Liability

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 8, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

12. Consequential Damages Waiver

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. General

- (a) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (b) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be

borne by the requesting Party. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.

- (c) Choice of Law. The validity, interpretation, and performance of this Agreement shall be construed under the laws of the Commonwealth of Massachusetts, USA, without giving effect to the principles of conflicts of laws.
- (d) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("**Authorized Person**" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. Depositor and Beneficiary warrant that they shall maintain the accuracy of the name and contact information of their respective designated Authorized Person during the Term of this Agreement by providing Iron Mountain with a written request to update its records for the Party's respective Authorized Person which includes the updated information and applicable deposit account number(s).
- (e) Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person. In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person, officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (f) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, strikes, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) Notices. Iron Mountain shall have the right to rely on the last known address provided by each the Depositor and Beneficiary for its respective Authorized Person and Billing Contact as set forth in this Agreement or as subsequently provided as an update to such address. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including but not limited to invoices and payments, may be sent electronically or by regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or commercial express mail.
- (h) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (i) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- (j) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.
- (k) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) Attorneys' Fees. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation,

- compliance with subpoenas, court orders, discovery requests, and disputes arising solely between Depositor and Beneficiary, including, but not limited to, disputes concerning a release of the Deposit Material shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary.
- (m) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (n) Disputes. Any dispute, difference or question arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. Arbitration will take place in Boston, Massachusetts, USA. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address.
- (o) Interpleader. Anything to the contrary notwithstanding, in the event of any dispute regarding the interpretation of this Agreement, or the rights and obligations with respect to the Deposit Material in escrow or the propriety of any action contemplated by Iron Mountain hereunder, then Iron Mountain may, in its sole discretion, file an interpleader or similar action in any court of competent jurisdiction to resolve any such dispute.
- (p) Regulations. Depositor and Beneficiary are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement. Depositor represents and warrants that the establishment of a deposit account containing ITAR regulated Deposit Material for the Beneficiary, and Iron Mountain's subsequent release of such Deposit Material under the terms of this Agreement will be lawful under any applicable U.S. export control regulations and laws, including ITAR. Conversely, Depositor shall refrain from establishing a deposit account containing ITAR regulated Deposit Material for the Beneficiary if the release of such Deposit Material to the Beneficiary, under the terms of this Agreement, would be in violation of any applicable U.S. export control regulations and laws, including ITAR. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Iron Mountain is responsible for and warrants, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations to the extent that it is directly regulated by the law, rule or regulation and to the extent that it knows or has been advised that, as a result of this Agreement, its activities are subject to the law, rule or regulation. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Iron Mountain hereunder, and results in the activities contemplated hereunder unlawful, Depositor and/or Beneficiary will notify Iron Mountain and Iron Mountain will be relieved of its obligations hereunder unless and until such time as such activity is permitted.
- (q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all of the Parties.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all attached Exhibits and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement. Each of the Parties warrant that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its

organization as named in this Agreement. This Agreement may be modified only by mutual written agreement of all the Parties.

- (s) Counterparts. This Agreement may be executed electronically in accordance with applicable law or in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 7 (Term and Termination), 8 (Infringement Indemnification), 9 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached to this Agreement.

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR	
Signature	
Print Name	Please complete
Title	Please complete
Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	

Provide the name and contact information of the Authorized Person under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.

Depositor Authorized Person/Notices Table (Required information)	
Print Name	Please complete
Title	Please complete
Email Address	Please complete
Street Address	Please complete
City	Please complete
State/Province	Please complete
Postal/Zip Code	Please complete
Country	Please complete
Phone Number	Please complete
Fax Number	

Provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay of processing.

Paying Party Billing Contact Information Table (Required information)	
Please provide the name and contact information of the Billing Contact for the Paying Party under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay of processing.	
Company Name	Please complete
Print Name	Please complete
Title	Please complete
Email Address	Please complete
Street Address	Please complete
City	Please complete
State/Province	Please complete
Postal/Zip Code	Please complete
Country	Please complete
Phone Number	Please complete
Fax Number	
Purchase Order #	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to jpmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.
Telephone: 800-875-5669. Facsimile: 770-239-9201

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Exhibit A
Escrow Services Fee Schedule – Work Request

Deposit Account Number

Service	Service Description – Master Three-Party Depositor Escrow Service Agreement All services are listed below. Check the requested service and submit a Work Request to Iron Mountain for services requested after agreement signature.	One-Time/ Per Service Fees	Annual Fees
<input checked="" type="checkbox"/> Setup Fee (Required at Setup)	One-time Setup Fee for Iron Mountain to setup a standard Master Three-Party Depositor Escrow Service Agreement.	\$2,575	
<input checked="" type="checkbox"/> Deposit Account Fee (Required at Setup)	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material to be secured in a controlled storage environment. Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. Release of deposit material is also included in the annual fee. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$1,150
<input type="checkbox"/> Add Beneficiary	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage account access rights. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status.		\$850
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,150
<input type="checkbox"/> File List Test	Iron Mountain will perform one (1) File List Test, which includes a Deposit Material media readability analysis, a file listing, a file classification table, virus scan outputs, and confirmation of the presence or absence of a completed escrow deposit questionnaire. A final report will be sent to the requesting Party regarding the Deposit Material. Deposit must be provided on CD, DVD-R, or deposited electronically.	\$2,750	N/A
<input type="checkbox"/> Level 1 Inventory and Analysis Test	Iron Mountain will perform one (1) Inventory and Analysis Test on the specified deposit, which includes the outputs of the File List Test, identifying the presence/absence of build, setup and design documentation (including the presence or absence of a completed escrow deposit questionnaire), and identifying materials required to recreate the Depositor's application development and production environments. Output includes a report that includes compile and setup documentation, file classification tables and file listings. The report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, and Iron Mountain's analysis of the deposit. A final report will be sent to the requesting Party regarding the Deposit Material.	\$5,250 or based on SOW if custom work required	N/A
<input type="checkbox"/> Dual Vaulting	Iron Mountain will store and manage a redundant copy of the Deposit Material in one (1) additional location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$750
<input type="checkbox"/> Remote Vaulting	Iron Mountain will store and manage the Deposit Material in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$750
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$750	N/A
Additional Verification Services (Fees based on Statement of Work)			
Level 2 Deposit Compile Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform a Deposit Compile Test, which includes the outputs of the Level 1 - Inventory and Analysis Test, plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, providing a pass/fail determination, and creation of comprehensive compilation documentation with a final report sent to the Paying Party regarding the Deposit Material. The requesting Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		
Level 3 Binary Comparison Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform one Binary Comparison Test - Binary Comparison, which includes the outputs of the Level 2 test, a comparison of the executable files built from the Deposit Compile Test to the actual executable files in use by the Beneficiary to ensure a full binary-level match, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		
Level 4 Full Usability Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform one Deposit Usability Test - Full Usability, which includes which includes the outputs of the Level 1 and Level 2 tests (if applicable). Iron Mountain will confirm that the deposited application can be setup, installed and configured and, when Installed, will execute functional tests, based on pre-determined test scripts provided by the Parties, and create comprehensive setup and installation documentation. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – PAYING PARTY SIGNATURE PAGE FOLLOWS)

Pursuant to the Agreement, the undersigned hereby issues this Work Request for performance of the Service(s) selected above.

Paying Party – For Future Work Request Use Only	
Paying Party Name	
Signature	
Print Name	
Title	
Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All Work Requests should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201