

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Parks Point of Sale System (POS)

Amendment Summary: Removes and replaces Exhibit A – Pricing to reflect the omission of Golf Dynamics.

Amend clause 1.1 Heading to add Exhibit D – Lightspeed License Agreement. Add Boycott of Israel clause as 8.18 and renumber each subsequent clause.

Contract Number: 6492338 Amendment Number: 1 Request Number: A2024072

Type of Contract: IDIQ Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 01/24/2022 Contract Expiration Date: 01/23/2027 Contract Term: 60 Months

Previous Estimated Contract Life Value: \$345,000.00

Amendment Value: \$0.00

Fund: 10101*

New Estimated Contract Life Value: \$345,000.00

BU: 40101310, 40104110, 40150210,

40150610, 40150110, 40150410, 40150310, 40150510, 40150910, 40106210, 40150810, 40151010, 40151210, 40106110, 40107610, 40104410*

* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Jan Harvey BAO Staff: Jeremy Frye

Procuring Department: Parks Department(s) Served: Parks

Prime Contractor Information

Prime Contracting Firm: US eDirect Inc ISN#: 19155

Address: 99 Powerhouse Rd, Suite 207 City: Roslyn Heights State: NY Zip: 11577

Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE LGBTBE (select/check if applicable)

Prime Company Contact: Andrew Davies Email Address: adavies@usedirect.com Phone #: 855-233-5460

Prime Contractor Signatory: Andrew Davies **Email Address:** adavies@usedirect.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: No SBE/SDV participation

Amount: N/A

Percent, if applicable: 0%

Select from the Following:

No M/WBE Participation

MBE Amount: N/A

MBE Percent, if applicable: 0%

WBE Amount: N/A

WBE Percent, if applicable: 0%

Federal Disadvantaged Business Enterprise:

No

Amount: N/A

Percent, if applicable: 0%

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6492338
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND US EDIRECT, INC.**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and US EDIRECT, INC. located in ROSLYN HEIGHTS, NY.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated January 24, 2022, Metro Contract numbered 6492338, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Removes and replaces Exhibit A – Pricing to reflect the omission of Golf Dynamics.
2. Amend clause 1.1 Heading to add Exhibit D – Lightspeed License Agreement. The amended clause shall read as follows:

"This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** (METRO) and **US eDirect Inc** (CONTRACTOR) located at **99 Powerhouse Road, Suite 207, Roslyn Heights, NY 11577** as the result of an approved sole source form signed by Metro's Purchasing Agent. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
 - ***Exhibit A - Pricing***
 - ***Exhibit B – ISA Terms and Conditions***
 - ***Exhibit C – Affidavits***
 - ***Exhibit D – Lightspeed License Agreement***
- ***Purchase Orders (and PO Changes),***

In the event of conflicting provisions, all documents shall be construed in the order listed above."



3. Insert Boycott of Israel clause as 8.18 and renumber each subsequent clause. Inserted clause shall read as follows:

Boycott of Israel

“The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by **Tenn. Code Ann. § 12-4-119**. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.”

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 6492338

Amendment Number 1

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

APPROVED AS TO PROJECT SCOPE:

Monique Horton Odom CW
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Dennis Rowland JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbolmal RW
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Jessie V. O'Leary-Murphy B
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

US eDirect, Inc
Company Name

Sascha Ohler
Signature of Company's Contracting Officer

Sascha Ohler
Officer's Name

SVP Recreation Solutions
Officer's Title



Nashville Metro Parks Support, Maintenance and Hosting Point of Sale Platform

Renewal Year 1 Support, Maintenance and Hosting	\$69,000.00
Renewal Year 2 Support, Maintenance and Hosting	\$69,000.00
Renewal Year 3 Support, Maintenance and Hosting	\$69,000.00
Renewal Year 4 Support, Maintenance and Hosting	\$69,000.00
Renewal Year 5 Support, Maintenance and Hosting	\$69,000.00

Lightspeed Service Agreement

Welcome to Lightspeed!

At Lightspeed, our mission is to bring cities and communities to life by powering small and medium-sized businesses. We provide easy-to-use, omnichannel commerce-enabling SaaS platforms. Our software gives our customers the critical functionality they need to connect with consumers, manage their operations, accept payments, and grow their business.

Below is our Service Agreement (the “Agreement”) which covers the services Lightspeed Commerce Inc. and its affiliates (collectively, “Lightspeed”) provide to The Metropolitan Government of Nashville and Davidson County (“Metro”), and US eDirect, Inc., (“Tyler”), which is required to provide certain services under Contract Number 6492338 between Metro and Tyler dated January 24, 2022 as amended (the “Tyler Contract”). Subject to the terms of this Agreement (including without limitation the disclaimer of warranties in Section 16), Metro and Tyler agree that these services will serve to fulfill all of the functionality Tyler is required to provide in “Section D. Golf Courses” outlined in RFQ 601834. To find out which Lightspeed entity you are dealing with, please see “III. Governing Law and Contracting Entity”.

I. General Terms and Conditions

1. Subscription to Lightspeed Product

During the Term and in accordance with this Agreement, Metro may access and use the products offered by Lightspeed (each a “Product”), which Tyler subscribed to, whether by subscription, free trial or promotion, as referenced in the order form, invoice, executed quote, or, for certain self-serve products, via confirmation email from Lightspeed (the “Order Form”). Each Product may include updates, cloud-based and support services, applications or documentation. Each of these are subject to the terms of this Agreement as applicable. Metro is responsible for all actions taken under its Lightspeed account credentials, regardless of whether such actions are taken by Metro, its employees or a third party. Metro will safeguard all account credentials (including any passwords and payment method details) in its possession or under its control. Lightspeed is not liable for any loss or damage arising from any unauthorized use of Metro’s account.

2. Grant of License

During the Term, Lightspeed grants Metro a limited, nonexclusive, non-transferable, non-sublicensable, revocable license to access and use, and to permit its employees and all other users who access and use the Products on Metro’s behalf (collectively, the “Users”) to access and use, the Products to which Tyler has subscribed, on the terms set forth in this Agreement. Metro agrees that all rights, title and interest in and to all the intellectual property rights in the Products, and all modifications, extensions, scripts and other derivative works of the Products provided or developed by Lightspeed, including the Beta Technology, are owned exclusively by Lightspeed or its licensors. All rights not granted to Metro in this Agreement are reserved by Lightspeed.

3. License Restrictions

Metro and any Users shall not (and shall not allow any User or third party to): (i) decompile, disassemble, reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Products, by any means whatsoever; (ii) distribute viruses or other harmful or malicious computer code via or into the Products; (iii) engage in any conduct that disrupts or impedes a third party’s use and enjoyment of the Products; (iv) remove any product identification, copyright or other notices from the Products; (v) sell, lease, lend, assign, sublicense, grant access or otherwise transfer or disclose the Products in whole or in part, to any third party; (vi) use the Products for timesharing, service bureau or hosting purposes or otherwise use, resell, sublicense, distribute or transfer or allow others to use the Products to or for the benefit of third parties; (vii) modify or incorporate into or with other software or create a derivative work of any part of the Products, unless agreed to in writing by Lightspeed; (viii) use the output or other information generated by the Products for any purpose other than as contemplated by this Agreement; (ix) use the Products for any use other than Metro’s internal business use; (x) use unauthorized modified versions of the Products, including without limitation, for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Product; (xi) use the Products in any way that is contrary to Lightspeed’s Acceptable Use Policy, located at <https://www.lightspeedhq.com/legal/acceptable-use-policy/>, a current copy of which is attached as Schedule A, as such policy may change from time to time (the “Acceptable Use Policy”); or (xii) use the Products in any way that is contrary to applicable local, state/provincial, federal, regional and foreign laws, including without limitation those relating to fiscal laws and VAT regulations, as well as privacy, data protection, electronic communications and anti-spam legislation. Lightspeed retains all title to, and except as expressly licensed herein, all rights to the Products, all copies, derivatives and improvements thereof, and all related materials.

4. Term of Agreement

EXHIBIT D – Lightspeed Service Agreement**CONTRACT 6492338**

4.1. Unless otherwise agreed to in writing, the "Initial Term" shall mean the duration identified in the Order Form, beginning on the date identified in the Order Form (the "Subscription Start Date"). If the Subscription Start Date is not explicitly nor implicitly identified in the Order Form, the Subscription Start Date shall be the date Tyler executes, where applicable, the initial Order Form, unless otherwise agreed to in writing. Some software Products may be made available to Metro on a date prior to the Subscription Start Date identified in the Order Form. If Metro uses such software Products to process taxable business transactions before such identified Subscription Start Date, then the Subscription Start Date will thereby be amended to such earlier date.

4.2. Upon expiration of the Initial Term and unless otherwise stated in the Order Form or herein, this Agreement will automatically renew for a duration equal to the Initial Term (each a "Renewal Term", the "Current Term" being the Initial Term or the then-current Renewal Term (as the case may be); and the Initial Term and all Renewal Terms collectively, the "Term") until terminated by Tyler or Lightspeed by delivery of written notice to the other party at least ninety (90) days prior to the end of the Current Term, or such period of notice equal to the Current Term where the Current Term is less than ninety (90) days. If no Order Form has been provided, the minimum period of notice required to be given shall be thirty (30) days. In the case of Products licensed on a trial basis, the Term of this Agreement shall be limited to the duration of the trial period identified in the Order Form. Except as otherwise specified herein, Tyler may not terminate this Agreement prior to the expiration of the Term. If Tyler is located in the Province of Quebec, Tyler expressly waives the application of Sections 2125 and 2129 of the Civil Code of Quebec.

5. Fees and Payment

5.1. Tyler shall pay Lightspeed the fees ("Fees") specified in the Order Form or otherwise arising under this Agreement, in accordance with the timing and currency specified in the Order Form or this Agreement. Fees shall include, but are not limited to, applicable fees relating to Metro's use of a payment provider other than Lightspeed Payments. If no Order Form has been provided, the Fees will be as set out on the websites for the relevant Products. Unless required by applicable law, all payments by Tyler to Lightspeed under this Agreement are non-refundable and made via the payment method specified by Tyler in the Order Form, or as otherwise agreed in writing by the parties. Tyler shall undertake any additional actions reasonably requested by Lightspeed to implement any automated Fee payment process. Any amounts past due shall accrue interest at a rate which is the lesser of: one and a half percent (1.5%) per month or the maximum rate allowable by law. Any assessment of late fees shall be without prejudice to Lightspeed's right to suspend Metro's access to the Products. To the extent permitted by Tennessee law, any applicable goods and services or sales taxes will be added to Fees owing pursuant to this Agreement.

5.2. Tyler acknowledges and agrees that by executing an Order Form, Tyler is obligated to pay all of the Fees identified in (i) the Order Form or website (as applicable), and (ii) this Agreement, for the duration of the Current Term, and that any software subscription discounts or hardware discounts offered to Tyler and/or identified on the Order Form are contingent upon the foregoing. Similarly, Tyler acknowledges and agrees that, by renewing their subscription, whether implicitly or explicitly, Tyler is obligated to pay all of the Fees due under the renewed contract at the then-current prices for the duration of the Renewal Term. Tyler further acknowledges and agrees that any discounts offered under the initial Order Form shall not carry over or pertain to the Renewal Term, unless otherwise agreed to in writing.

5.3 Lightspeed Payments. Provided Metro (i) uses the Products (ii) is located in a jurisdiction in which Lightspeed Payments is offered and (iii) is eligible for Lightspeed Payments, Metro may use Lightspeed Payments.

5.4 Transaction Fees. Reserved.

6. Confidential Information

To the extent permitted by Tennessee law, Lightspeed and Metro (each a "Receiving Party") shall each retain in confidence all information received from the other party (the "Disclosing Party") pursuant to or in connection with this Agreement, the Products or the Beta Technology, that the Disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"), and will make no use of such Confidential Information except as necessary to fulfill their respective obligations under this Agreement. Each party shall treat the terms and conditions of this Agreement as confidential; however, either party may disclose such information in confidence to its legal and financial consultants as required in the ordinary course of that party's business. Notwithstanding the foregoing, the restrictions set forth above will not apply to (i) information previously known to the Receiving Party without reference to the Disclosing Party's Confidential Information, (ii) information which is or becomes publicly known through no wrongful act of the Receiving Party, (iii) information that is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information, or (iv) information required to be disclosed pursuant to applicable law by enforceable orders of the court or other governmental authority. Metro shall ensure that its Users fully comply with the terms of this Section and shall be responsible for any damages suffered by Lightspeed as a result of a User's failure to do so.

7. Tyler and Metro's Representations

EXHIBIT D – Lightspeed Service Agreement

CONTRACT 6492338

Tyler represents and warrants that currently and throughout the Term (i) Tyler is fully authorized to enter into this Agreement and that Metro and any Users are fully authorized to utilize the Products to which Tyler has subscribed, (ii) Metro and any Users are and will remain in compliance with all Lightspeed policies, applicable laws and regulations with respect to its and their use of the Products and activities related to this Agreement, including but not limited to fiscal and privacy laws; and (iii) if Metro or any of its Users imports lists into the Products for the purpose of sending electronic communication (e.g., email, text messages), or otherwise collects electronic addresses for the purpose of sending electronic messages, then Metro warrants that each person on such list has previously opted-in to receive promotional electronic communications from Metro (where applicable) and that the content of such communications by Metro will comply with applicable laws and regulations.

8. Metro Content, Privacy and Intellectual Property

8.1. "Metro Content" means photos, images, graphics, written content, audio, files, materials, information, or any other data that Metro or its Users input into the Products for processing in connection with this Agreement.

8.2. Metro retains all right, title, and interest in the Metro Content. Metro grants Lightspeed a worldwide, royalty-free, sublicensable, transferable, and non-exclusive license to use, access, copy, reproduce, modify, create derivative works of, publish, communicate, transmit, translate, display, and/or otherwise exploit the Metro Content for the purpose of providing, operating, promoting, or improving the Products.

8.3. Metro may select the personal information ("Personal Data") it inputs into the Products at its sole discretion; Lightspeed has no control over the nature, scope, origin, and/or the means by which Metro acquires Personal Data processed by the Products. Lightspeed will comply, and will ensure that its personnel comply, with the requirements of applicable privacy laws and regulations governing the Personal Data in Lightspeed's possession or under its control. Metro is solely responsible for ensuring that it complies with any legal, regulatory or similar restrictions applicable to the types of data Metro elects to process with the Products. Metro remains responsible for properly handling and processing notices regarding Personal Data of Metro's clients and Users.

8.4. The Products grant Metro the ability to independently backup and archive Metro Content. Accordingly, Metro is responsible for performing regular backups of Metro Content. Nevertheless, Lightspeed will regularly perform backups of Metro Content stored in the Products. Lightspeed will assist Metro in recovering and restoring Metro Content to the Products to the extent commercially feasible. Metro understands and agrees that Lightspeed is not responsible for any loss or corruption of Metro Content or other software.

8.5. Lightspeed uses and protects Personal Data in accordance with Lightspeed's Privacy Policy, located at <https://www.lightspeedhq.com/legal/privacy-policy/> (the "Privacy Policy"), a current copy of which is attached in Schedule B, and the Data Processing Agreement located at <https://www.lightspeedhq.com/legal/data-processing-agreement/> (the "DPA"), a current copy of which is attached in Schedule C.

8.6. It is the policy of Lightspeed to respect the intellectual property rights of others. Lightspeed does not condone the unauthorized reproduction or distribution of third-party intellectual property. If a Metro or visitor believes that their work has been reproduced or distributed in a way that constitutes intellectual property infringement or are aware of any infringing material available through the Products, they may have recourse under Lightspeed's Intellectual Property Infringement Policy, located at <https://www.lightspeedhq.com/legal/intellectual-property-infringement-policy/> (the "Infringement Policy"), a current copy of which is attached in Schedule D.

8.7. The Privacy Policy, the DPA, the Acceptable Use Policy and the Infringement Policy are incorporated into this Agreement by reference.

9. Feedback

Metro agrees that any materials that it provides to Lightspeed, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, modifications, improvements, original or creative materials or other information regarding Lightspeed or the Products or the Beta Technology, whether such materials are provided in email, feedback forms, or any other format (the "Feedback"), shall belong exclusively to Lightspeed, without any requirement to acknowledge or compensate Metro. Metro agrees to assign, and hereby assigns, all right, title, and interest worldwide in the Feedback and the related intellectual property rights to Lightspeed and agrees to assist Lightspeed, at Lightspeed's expense, in perfecting and enforcing such rights. Lightspeed may disclose or use Feedback for any purposes whatsoever without any obligation to Metro.

EXHIBIT D – Lightspeed Service Agreement

CONTRACT 6492338

10. Beta Testing Project

10.1. For evaluation and testing purposes only (“Beta Testing Project”), Lightspeed may grant Metro a personal, non-exclusive, non-transferable, limited license to use certain technology, support services, accessories, and hardware (collectively, the “Beta Technology”). Metro’s participation in a Beta Testing Project is voluntary.

10.2. If Metro agrees to the Beta Testing Project, Metro shall (i) test and evaluate the Beta Technology as requested by Lightspeed, (ii) familiarize itself with the Beta Technology information provided by Lightspeed and to only use or test the Beta Technology as directed, (iii) notify Lightspeed of any and all functional flaws, errors, anomalies, and problems directly or indirectly associated with the Beta Technology known to, or discovered by Metro, (iv) respond to any and all reasonable inquiries, questionnaires, and other test documents submitted by Lightspeed and (v) designate to Lightspeed, in writing, an employee or representative who will serve as the single technical contact and who will be responsible for maintaining communication with Lightspeed. In addition, Metro agrees to bear all incidental costs (such as, costs for Internet and phone services, accessories, etc.) associated with its testing of the Beta Technology, unless otherwise agreed to in writing by both parties. Metro has the obligation to maintain backups of its own data. Metro agrees and acknowledges that, following termination of the Beta Testing Project, Lightspeed shall have no obligation to transfer Metro Content to any other Lightspeed product or service, including with respect to final release of the Beta Technology.

10.3. Lightspeed has no obligation to develop or provide any updates or revisions to the Beta Technology, and Lightspeed reserves the right to alter or adjust service specifications for the Beta Technology as it deems necessary or desirable. Metro understands and acknowledges that Metro will not, unless otherwise agreed to in writing, receive any payment, compensation or discount for participating in, or for providing any Feedback, comments, evaluations, reports or any other services during a Beta Testing Project. Metro shall maintain backups of its own data. Metro agrees and acknowledges that, following termination of the Beta Testing Project, Lightspeed shall have no obligation to transfer Metro Content to any other Lightspeed product or service, including with respect to final release of the Beta Technology.

10.4. The Beta Technology provided by Lightspeed is proprietary to Lightspeed and/or its licensors. Metro agrees and acknowledges that nothing contained in this Agreement shall be construed as granting any ownership or intellectual property rights to any Beta Technology, Feedback or Confidential Information. All applicable rights in all copyrights, trademarks, trade secrets, trade names, patents and other intellectual property rights in or associated with the Beta Technology are and will remain in Lightspeed and Metro shall have no such intellectual property rights in the Beta Technology. Metro will not make, have made, use or sell for any purpose any product or item using, incorporating or derived from any Beta Technology or Confidential Information. Metro may not copy or reproduce the Beta Technology or reverse engineer, alter, modify, disassemble or decompile the Beta Technology, or any part thereof, without Lightspeed’s prior written consent.

11. Third-Party Services

“Third-Party Services” are products, applications, services, software, networks, systems, directories, Metro, databases and information from third parties, including from Lightspeed Payments USA Inc., that one or more Products link to, or which Metro may connect to or enable in conjunction with one or more Products. Metro may decide to enable, access or use any Third-Party Services (as defined above). Metro agrees that access and use of such Third-Party Services shall be governed solely by the terms and conditions of such Third-Party Services, and that Lightspeed is not responsible or liable for, and makes no representations or warranties as to any aspect of such Third-Party Services, including, without limitation, their content or data practices (including with regards to Metro Content and Personal Data) or any interaction between Metro and the provider of such Third-Party Services, regardless of whether or not such Third-Party Services are provided by a third party that is a member of a Lightspeed partner program or otherwise designated by Lightspeed as “certified”, or “approved” by or “integrated” with Lightspeed. Any use by Metro of Third-Party Services shall be solely between Metro and the applicable third-party provider. Metro irrevocably waives any claim against Lightspeed with respect to such Third-Party Services. Lightspeed is not liable for any damage or loss caused or alleged to be caused by or in connection with Metro’s enablement, access or use of any such Third-Party Services, or Metro’s reliance on the privacy practices, data security processes or other policies of such Third-Party Services.

12. Maintenance Activities and Product Changes

12.1. It may be necessary for Lightspeed to perform scheduled and/or unscheduled repairs or maintenance, or remotely patch or upgrade the Product. This may temporarily degrade the quality of the services or result in a partial or complete outage of the Product. Lightspeed will endeavor to carry out such work during times that will cause the least disruption to Metro’s business. Metro shall cooperate, if necessary, to perform such work.

12.2. Lightspeed may, at any time and in its sole discretion, add to, remove, change or discontinue the Products or any component or version of the Products (the “Product Changes”), which may require Metro to take certain actions including, but not limited to, installing certain patches, fixes or updates, upgrading to a new version of a Product and/or migrating to an alternative Product. Such Changes may be made for reasons including, but not limited to: (i) to comply with applicable law or regulation, (ii) for security reasons, (iii) due to changes imposed by a third party supplier, and/or (iv) due to the termination of our relationship with a third party supplier which is material for the provision of the Products.

EXHIBIT D – Lightspeed Service Agreement

CONTRACT 6492338

13. Termination and Suspension

13.1. In the event of a material breach of this Agreement by any party, the non-breaching party may terminate this Agreement by giving the breaching party written notice specifying the nature of the breach in reasonable detail and the non-breaching party's intention to terminate (a "Termination Notice"). If the breach has not been cured within the period ending thirty (30) days following delivery of the Termination Notice, then this Agreement shall automatically terminate.

13.2. Notwithstanding the foregoing, Lightspeed reserves the right, at any time and without notice, to terminate this Agreement if Metro violates the license restrictions under Section 3 of the Agreement.

13.3. Notwithstanding the foregoing, Lightspeed may suspend Metro's access to the Products immediately without notice if Lightspeed, in its sole discretion, believes: (i) such suspension is required by law; (ii) there is a security or privacy risk to Metro; (iii) Metro is infringing or violating the rights of third parties, or acting in a manner that is abusive, profane or offensive; (iv) Tyler does not pay its Fees or any invoices in a timely manner; or (v) Metro is in breach of any material provision of this Agreement, including its license restrictions or confidentiality obligations. Any suspension of Metro's access to the Products will not limit or waive Lightspeed's rights to terminate this Agreement or Metro's access to the Products.

13.4. Upon termination of this Agreement, Metro shall either (i) re-enter this Agreement on substantially similar terms and conditions as at present, provided that the Metro explicitly agrees to assume all responsibilities previously held by Tyler under this Agreement, or (ii) discontinue its use of the Product(s). Notwithstanding the foregoing, termination of this Agreement by Lightspeed shall not limit Tyler's obligation to pay all of the applicable Fees, nor restrict Lightspeed from pursuing any available remedies, including injunctive relief. Metro agrees that following termination of Metro's account and/or use of the Product, Lightspeed may immediately deactivate Metro's account and delete Metro Content. Metro further agrees that Lightspeed shall not be liable to Metro nor to any third party for any termination of Metro's access to the Product or deletion of Metro Content in accordance with this Agreement. Sections discussing license restrictions, Fees and payment, confidentiality, Metro representation, indemnification, and limitation of liability shall survive termination of this Agreement, along with any other provisions that are intended by their terms to survive.

13.5. Notwithstanding anything to the contrary in the Agreement, should the Agreement be terminated (a) by Metro prior to completion of the Current Term for any reason other than breach by Lightspeed under Section 13.1, or (b) by Lightspeed for material breach by Metro or Tyler under Section 13.1 or 13.2, Tyler will be charged an early termination fee calculated as the sum of: (i) any non-recurring Fees relating to the terminated Agreement(s) which have not been paid to Lightspeed as of the effective date of termination; and (ii) any recurring Fees under the Agreement that would have otherwise become due during the remainder of the Current Term; and (iii) the difference between the list price (as indicated on our website), and the discounted price (if any) on either software and/or Hardware that the Metro may have received during or pertaining to the Current Term (collectively, the "Early Termination Fee"). Tyler(i) authorizes Lightspeed to collect the Early Termination Fee, and any applicable taxes due on such fee, according to the same payment methods and/or accounts for collecting amounts under the Agreement, and (ii) acknowledges that the Early Termination Fee shall be immediately due and payable in full. The Parties acknowledge and agree that the Early Termination Fee is a genuine and reasonable pre-estimate of the loss and damage suffered by Lightspeed in the event that the Tyler terminates prior to completion of the Current Term and not a penalty.

14. Indemnification

14.1. To the extent permitted by Tennessee law, Tyler shall indemnify, defend and hold harmless Lightspeed and its officers, employees, and agents from and against all losses, expenses, liabilities, damages and costs including, without limitation, reasonable attorneys' fees (collectively "Costs"), to the extent that such Costs are attributable to any breach by either Tyler or Metro, any independent contractor, or affiliate thereof, of any representations, warranties or other obligations set forth in this Agreement.

14.2. Lightspeed shall indemnify, defend and hold harmless Metro and its officers, employees, agents and affiliates from and against all Costs, to the extent such Costs are attributable to the Products infringing or misappropriating any registered third-party intellectual property right, including trademarks, patents and copyrights if Lightspeed is notified promptly in writing and given authority, information, and assistance for the defense or settlement of any related proceeding.

15. Limitation of Liability

15.1. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, LIGHTSPEED'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO TWO TIMES THE FEES PAID BY TYLER DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM GIVING RISE TO SUCH LIABILITY WAS FIRST ASSERTED. IF AND TO THE EXTENT THAT METRO PARTICIPATES IN A BETA TESTING PROJECT, IN NO EVENT WILL LIGHTSPEED'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THE BETA TESTING PROJECT EXCEED \$/€/CHF 100.

15.2. TO THE FULLEST EXTENT PERMISSIBLE BY TENNESSEE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA OR COST OF

EXHIBIT D – Lightspeed Service Agreement**CONTRACT 6492338**

PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT, STATUTORY REMEDY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE AND IRRESPECTIVE OF WHETHER EITHER PARTY HAS ADVISED OR BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THAT METRO PARTICIPATES IN A BETA TESTING PROJECT, IN NO EVENT SHALL LIGHTSPEED BE LIABLE TO METRO FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO THE BETA TECHNOLOGY OR THE TRANSACTIONS PROCESSED THEREIN.

15.3. TO THE FULLEST EXTENT PERMISSIBLE BY TENNESSEE LAW, METRO HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION FAIRLY ALLOCATE THE RISKS UNDER THIS AGREEMENT AS BETWEEN THEM. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED IN CONNECTION WITH MAKING THE PRODUCTS AVAILABLE TO METRO AND THAT, WERE LIGHTSPEED TO ASSUME FURTHER LIABILITY OTHER THAN AS SET FOR HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SIGNIFICANTLY HIGHER.

15.4. TO THE FULLEST EXTENT PERMISSIBLE BY TENNESSEE LAW, LIGHTSPEED WILL NOT BE LIABLE OR INDEMNIFY METRO OR TYLER IN ANY WAY FOR ANY DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM (i) METRO'S OMISSION TO INSTALL ANY PATCH, FIX, UPDATE OR UPGRADE, (ii) ANY PRODUCT CHANGES PURSUANT TO SECTION 12.2 AND/OR (iii) METRO OR TYLER'S ALLEGED OR ACTUAL BREACH OF SECTION 7.

16. Disclaimer of Warranties

METRO AND TYLER ACKNOWLEDGE THAT (i) LIGHTSPEED CANNOT GUARANTEE THE RESULTS GENERATED THROUGH THE PRODUCTS OR THE BETA TECHNOLOGY, OR THAT THE PRODUCTS OR THE BETA TECHNOLOGY WILL BE CONTINUOUSLY AVAILABLE FOR USE WITHOUT INTERRUPTION, (ii) THE PRODUCTS AND THE BETA TECHNOLOGY ARE PROVIDED "AS IS", ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, AND LIGHTSPEED HEREBY DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE WITH RESPECT TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY (a) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ANY WARRANTY THAT THE PRODUCTS ARE FISCALLY COMPLIANT WITHIN METRO'S JURISDICTION), (b) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, (c) WARRANTY OF TITLE OR NON-INFRINGEMENT; OR (d) STATUTORY REMEDY, AND (iii) LIGHTSPEED IS NOT RESPONSIBLE FOR ANY PRODUCT CONFIGURATION SETTINGS OR PRODUCT CHANGES OR BETA TECHNOLOGY CHANGES APPLIED BY OR ON BEHALF OF METRO. LIGHTSPEED EXPRESSLY DISCLAIMS ANY SPECIFIC SERVICE LEVEL WARRANTIES OR COMMITMENTS. REGARDLESS OF ANY OTHER TERM OF THIS AGREEMENT, NOTHING IN THIS AGREEMENT EXCLUDES OR PURPORTS TO EXCLUDE ANY STATUTORY RIGHT OR WARRANTY THAT MAY NOT BE EXCLUDED BY LAW. IF ANY PART OF THE PRODUCTS IS GOODS OR SERVICES TO WHICH A GUARANTEE UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT 2010 (CTH) APPLIES, THEN SECTION 15 (LIMITATION OF LIABILITY) WILL NOT APPLY AND LIGHTSPEED'S LIABILITY IS LIMITED, AT LIGHTSPEED'S OPTION, TO: (A) REPAIR, REPLACEMENT OR RESUPPLY OF THE PRODUCT; OR (B) PAYMENT OF THE COST OF REPAIR, REPLACEMENT OR RESUPPLY OF THE PRODUCT.

17. Assignment and Subcontractors

Neither Metro nor Tyler may assign any of its rights or obligations under this Agreement without Lightspeed's prior written consent. Lightspeed may, without Metro's or Tyler's prior consent, assign its rights and obligations under this Agreement. Subject to the foregoing, the provisions of this Agreement shall be binding on and inure to the benefit not only of the parties hereto but also to their successors and permitted assigns. Lightspeed shall be free to perform all or any part of this Agreement through one or more subcontractors.

18. Governing Law, Venue, Arbitration and Attorneys' Fees

18.1. This Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction of Tennessee. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach or interpretation thereof, the parties agree to submit to the exclusive jurisdiction of and venue in the applicable courts in Tennessee. Each party hereby waives all defenses of lack of personal jurisdiction and forum nonconveniens in connection with any action brought in the foregoing courts.

18.2. Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to: (i) this Agreement; (ii) the Products, services or equipment provided by Lightspeed; (iii) oral or written statements, or advertisements or promotions relating to this Agreement or to the Products, services or equipment; or (iv) the relationships that result from this Agreement (collectively the "Claim") may be determined by mediation available through a court of competent jurisdiction.

EXHIBIT D – Lightspeed Service Agreement

CONTRACT 6492338

18.3. Metro and Tyler agree to waive any right they may have to commence or participate in any class action or representative proceeding against Lightspeed related to any Claim and, where applicable, Metro and Tyler also agree to opt out of any class or representative proceedings against Lightspeed.

18.4. Notwithstanding the foregoing provisions, (i) each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; and (ii) Lightspeed reserves the right to collect any outstanding amounts that Tyler owes to Lightspeed in a court of competent jurisdiction.

19. Export Compliance and Other Restrictions

Products which Lightspeed may provide or make available to Metro may be subject to U.S. export control and economic sanctions laws. Metro agrees to comply with all such laws and regulations as well as all laws and regulations applicable to the Metro's jurisdiction of origin, as they relate to the access and use of Products. Metro agrees not to access the Product from any jurisdiction in which the provision of the Product is prohibited under U.S. or other applicable laws or regulations (a "Proscribed Country") or provide access to the Product to any government, entity or individual located in any Proscribed Country. Metro represents, warrants, and covenants that (i) it is not a national of, or company registered in, any Proscribed Country; and (ii) it shall not permit third parties to access or use the Product in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions.

20. General

20.1. If one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then the validity, legality and enforceability of the remaining provisions of this Agreement shall be unaffected.

20.2. Metro and Tyler may address all notices, statements and other communications to Lightspeed to the following address:

Lightspeed Commerce Inc.
700 Rue Saint-Antoine E Street
Montréal, QC, H2Y 1A6
Canada

With a mandatory copy to:

legal@lightspeedhq.com

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any method of dispute resolution.

20.3. Lightspeed may provide any and all notices, statements and other communications to Metro or Tyler through either email, posting on its website, an in-product message, or by mail or express delivery service.

20.4. During the term of this Agreement, Metro grants Lightspeed a free license to use, reference and display Metro's name and trademarks in any communications, including publications, press releases, stories, websites, social media posts, and public filings in connection with the promotion, marketing, distribution and public disclosure of the Lightspeed brand, activity and Products (collectively, the "Materials"). Following the termination of this Agreement, Lightspeed shall have sixty (60) days to remove all Metro's name and trademarks from the Materials.

20.5. Neither party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than Tyler's payment obligations) by reason of any act of God, fire, natural disaster, accident, act of government, shortage of materials, failure of transportation or communication or of suppliers of goods or services, or any other cause to the extent it is beyond the reasonable control of such party.

20.6. This Agreement, along with the applicable Order Form, the Acceptable Use Policy, the Infringement Policy, the Privacy Policy and the DPA, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto.

EXHIBIT D – Lightspeed Service Agreement

CONTRACT 6492338

20.7. In the event of any inconsistency or conflict between the terms of the Agreement and the terms of the Order Form, the terms of the Order Form shall govern.

20.8. Lightspeed reserves the right, at any time and upon thirty (30) days' written notice, to amend this Agreement, including making changes to the Fees and scope of the Products.

20.9. Metro and Tyler have reviewed, understood and accepted the terms and conditions set forth in this Agreement and has either consulted with legal counsel prior to executing this Agreement or has knowingly forgone its right to consult with legal counsel prior to such execution.

20.10. The parties acknowledge that they require that this Agreement be drawn up in the English language, that the English language version prevails and that any translation is for information purposes only.

II. Product-Specific Terms and Conditions

1. Lightspeed eCommerce

Intentionally omitted. 2. Lightspeed Restaurant POS (U-Series)

Intentionally omitted.

3. Hardware

3.1. If Tyler agrees to purchase point-of-sale equipment and supplies ("Hardware"), Tyler shall pay the purchase price set forth in the Order Form, including shipping/handling fees, duties, brokerage fees, and any applicable sales, use, harmonized, valued-added or similar taxes. Hardware is subject to availability and will be shipped to Metro upon due receipt of payment. Lightspeed may fulfill a Hardware purchase order by shipping to Metro an equivalent Hardware product with same functionality. All sales of Hardware are final. Metro must verify no later than five (5) business days from receipt of Hardware that shipment was accurate and complete, failing which the Product warranty under this section will be inapplicable.

3.2. In addition to any applicable manufacturer's warranty, Lightspeed warrants to Metro that new Hardware will be free from defects in workmanship and materials for thirty (30) days from the date that Hardware was shipped to Metro as original end-user ("Warranty Period"). This Limited Warranty is not transferable. During the Warranty Period, Lightspeed may, at its sole option, repair or replace Hardware without charge for either labor or parts. If Lightspeed is unable to repair or replace the Hardware, Lightspeed agrees to refund Tyler the net purchase price paid by Tyler for the affected Hardware. Hardware must be returned in good condition in the original packaging and include all related components. Charges for returning Hardware shall be for Tyler's account. A restocking fee may also apply. Following expiration of the Warranty Period, Metro must contact manufacturer for any repairs or replacement and adhere to manufacturer's merchandise return procedures. The manufacturer's warranty and contact information are included with the Hardware. Lightspeed's Limited Warranty does not apply: (i) to normal wear and tear; (ii) if the Hardware is opened, tampered with or repaired by someone not authorized by Lightspeed; (iii) to any damage attributable to misuse, moisture or liquids, accident, abuse, neglect or misapplication; (iv) to physical damage to the surface of Hardware, such as scratches, dents or other cosmetic changes; or (v) if used with products or services not provided or licensed by Lightspeed.

3.3. Lightspeed may provide Metro with occasional help and guidance with regard to Metro's network installation and setup, however, Metro remains at all times responsible for its own network.

3.4. REPAIR OR REPLACEMENT ARE THE EXCLUSIVE REMEDY PROVIDED IN CONNECTION WITH THE PURCHASE BY TYLER OF THE HARDWARE. LIGHTSPEED, ON BEHALF OF ITSELF, ITS RESELLERS AND DISTRIBUTORS, HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND/OR FITNESS FOR PURPOSE.

4. Lightspeed Payments

Lightspeed Payments is a separate payment processing service governed by a different set of agreements, including those of third-party payments processors. To the extent applicable, these agreements are referenced in the Order Form and the online merchant application. By submitting a merchant application, Tyler or Metro, as applicable, has been presented with, and consented to, these separate terms and conditions.

EXHIBIT D – Lightspeed Service Agreement

CONTRACT 6492338

5. API Access

Intentionally omitted.

6. Shipping Labels

Intentionally omitted.

III. Governing Law and Contracting Entity

Intentionally omitted.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/05/2024

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

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

PRODUCER MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 CN102891976-TTI-GAWX+24-25	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>CONTACT NAME: Finn Davis</td> <td>FAX (A/C, No):</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (617) 999-7893</td> <td></td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Finn.Davis@marsh.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Co</td> <td>19682</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D : The Hartford</td> <td>19682</td> </tr> <tr> <td>INSURER E : QBE Specialty Insurance Company</td> <td>11515</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	CONTACT NAME: Finn Davis	FAX (A/C, No):	PHONE (A/C, No, Ext): (617) 999-7893		E-MAIL ADDRESS: Finn.Davis@marsh.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Co	19682	INSURER B : Trumbull Insurance Company	27120	INSURER C : N/A	N/A	INSURER D : The Hartford	19682	INSURER E : QBE Specialty Insurance Company	11515	INSURER F :	
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INSURED Tyler Technologies, Inc., and its subsidiaries, including US eDirect, Inc. 5101 Tennyson Parkway Plano, TX 75024																					

COVERAGES CERTIFICATE NUMBER: NYC-011873283-10 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																						
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E	Professional Liability/Cyber			130001996	06/17/2024	06/17/2025	Limit 5,000,000																						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: RFQ/Contract Number 6492338.

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees and volunteers are is/are included as additional insured (except workers' compensation and professional liability) where required by written contract.

CERTIFICATE HOLDER Metropolitan Government of Nashville And Davidson County Purchasing Agent Metro Courthouse Nashville, TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 20px;"><i>Marsh USA LLC</i></div>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED Tyler Technologies, Inc., and its subsidiaries, including US eDirect, Inc. 5101 Tennyson Parkway Plano, TX 75024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The Professional Liability/Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sublimits or deductibles, please contact the insured.



***The Solution for Professional Services,
Privacy and Network Security Declarations***

QBE Specialty Insurance Company

One QBE Way, Sun Prairie, Wisconsin 53596

Home Office: c/o CT Corporation System, 314 East Thayer Avenue, Bismarck, North Dakota 58501-4018

NOTICE: THE COVERAGE PROVIDED UNDER THIS POLICY IS LIMITED TO ONLY THOSE CLAIMS FIRST MADE, EVENTS FIRST DISCOVERED AND EXTORTION THREATS FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES, REGULATORY DAMAGES, EVENT EXPENSES, BUSINESS INTERRUPTION LOSS AND EXTORTION EXPENSES WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, AND DEFENSE COSTS WILL BE APPLIED AGAINST THE RETENTION. THE INSURER WILL NOT BE LIABLE FOR DEFENSE COSTS, DAMAGES, REGULATORY DAMAGES, EVENT EXPENSES, BUSINESS INTERRUPTION LOSS OR EXTORTION EXPENSES IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. PLEASE REVIEW THE POLICY CAREFULLY.

Item 1: Parent Company: Tyler Technologies, Inc.
Mailing Address: 5101 Tennyson Parkway
Plano, TX 75024

Item 2: Insurer: QBE Specialty Insurance Company

Item 3: Policy Period
From: June 17, 2024 To: June 17, 2025
At 12:01 A.M. Standard Time at the mailing address stated in Item 1

Item 4: Limit of Liability, Retention and Retroactive Date:

A. Maximum Limit of Liability for all **Claims, Events and Extortion Threats** \$10,000,000
subject to the following Aggregate Limits of Liability in 4.B. below:

B. The Coverages set forth below apply only to those items for which a dollar amount is reflected under Limit of Liability.

C.

Insuring Agreement	Limit of Liability	Retention	Retroactive Date
Liability Coverages			
A.1 Technology and Professional Liability Coverage	\$10,000,000	in the aggregate	\$5,000,000 12/17/2021
A.2 Media Liability Coverage	\$10,000,000	in the aggregate	\$5,000,000 12/17/2021
A.3 Network Security and Privacy Liability Coverage	\$10,000,000	in the aggregate	\$5,000,000 12/17/2021
A.4 Privacy Regulatory Proceeding Coverage	\$10,000,000	in the aggregate	\$5,000,000 12/17/2021
Reimbursement Coverages			
B.1 Event Expense Coverage	\$10,000,000	in the aggregate	\$5,000,000 12/17/2021

B.2	Network Extortion Coverage	\$10,000,000	in the aggregate	\$5,000,000	12/17/2021
B.3	Business Interruption Coverage	\$10,000,000, except only \$10,000,000 for Business Interruption Coverage relating to a managed services IT provider's Computer Network	in the aggregate	\$5,000,000	12/17/2021

- Item 5:** Waiting Period: 12 hours
- Item 6:** Professional Services: Technology Services Definition
- Item 7:** Scheduled Media: All programming, advertising Material, publications, productions, articles, films, videos, social media feeds, or photographs produced or disseminated by the Insured.
- Item 8:** Choice of Counsel:

<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> By endorsement	<input checked="" type="checkbox"/> Rate Caps	Rate
		Position	
		Partner	
		Of Counsel	
		Associate	
		Paralegal	

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

Item 10: Extended Reporting Period:

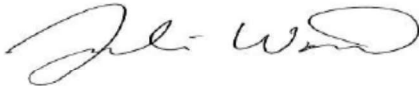
Premium:	100% of Premium
Duration:	12 months

[Redacted] [Redacted] [Redacted]

In witness whereof, the Insurer has caused this Policy to be executed, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

Julie Wood
President

Mark Pasko
Secretary




January 9, 2024
Date

[REDACTED]

Wrongful Act means:

- 1. solely with respect to INSURING AGREEMENT I.A.1 (Technology and Professional Liability Coverage), any actual or alleged act, error, or omission, unintentional breach of contract, or unintentional breach of duty:
 - a. committed by an **Insured** in the rendering or failure to render **Professional Services** or **Technology Services**; or
 - b. resulting in the failure of the **Insured's Technology Products** to perform the function or serve the purpose intended;

[REDACTED]

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**



CA #: A2024072
Date Received: Dec. 12, 2023

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Parks Point of Sale Contract Number: 6492338 Amendment Number: 1
Requesting Department: Parks and Recreation Requesting Departmental Contact (Name & Number):
Nethraja Rajaratnam 615-862-8400 ext. 72902

Contractor's Business Name: US eDirect Inc. Name of Contract Signatory: Andrew Davies

Contract Signatory Email Address: adavies@usedirect.com

Address: 99 Powerhouse Rd, Suite 207 City: Roslyn Heights ST: NY Zip: 11577

Revision Accomplishes: Check all that apply

<input type="checkbox"/> Term Extension	New End Date: _____	Include revised schedule if necessary
<input type="checkbox"/> Contract Value Increase	Original Contract Amount _____ Previously Executed Amendment(s) Amount _____ Current Amendment Amount _____ Amendment % Increase _____ Proposed Revised Contract Amount _____	Include revised fee schedules, budget, and total contract value as appropriate
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input checked="" type="checkbox"/> Addition of Service agreement for use of LightSpeed - Golf Point of Sale Software. US eDirect agrees to cover all costs associated with subcontracting the point of sale for golf and golf resale. Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

BU Number: 40101310, 40104110, 40150210, 40150610, 40150110, 40150410,

Procurement will route in DocuSign for signatures below

40150310,40150510,40150910, 40106210, 40150810, 40151010, 40151210, 40106110, 40107610,
40104410 Fund #: 10101 Any Other Accounting Info: _____

Department Requester Nethuraja Rajaratnam

Monique Horton Odom

12/13/2023 | 7:44 AM CST

Requesting Department Director's Signature of Approval

Date

A2024072

Rec. Dec. 12, 2023

CA #: A2024072

Date Received: Dec. 12, 2023

To be completed by the Procurement Division

Contract Amendment is Approved (Additional Comments: _____

Contract Amendment is Denied for _____

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 12/13/2023 | 1:26 PM

RESOLUTION NO. RS2022-1331

A resolution approving a contract between the Metropolitan Government of Nashville and Davidson County and US eDirect, Inc. to provide a Point of Sale System, including any maintenance and upgrades, for the Department of Parks and Recreation.

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws authorizes the Metropolitan Purchasing Agent to enter into sole source contracts when the Purchasing Agent determines in writing according to standards adopted by the Procurement Standards Board that there is only one source for the supply or services required; and,

WHEREAS, the Purchasing Agent has determined that the services and supplies to be provided by US eDirect, Inc. meet the requirements for the use of a sole source contract; and,

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws calls for Council approval by Resolution of sole source contracts "with a total contract amount in excess of two hundred fifty thousand dollars (\$250,000.00)"; and,

WHEREAS, approval of the Contract will benefit the citizens of Davidson County.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1: That the Contract between The Metropolitan Government of Nashville and Davidson County and US eDirect, Inc., attached hereto and incorporated herein, is hereby approved.

Section 2: That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Michelle R. Hernandez-Lane

Michelle Hernandez-Lane
Purchasing Agent

INTRODUCED BY:

Burke Miller
Russ Bradford

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/MJW

Kelly Flannery, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:

Macy Amos

Assistant Metropolitan Attorney

Contract Abstract

Contract Information

Contract & Solicitation Title: Parks Point of Sale System (POS)

Contract Summary: Contractor agrees to provide Point of Sale System (POS) to Metro Parks, including any maintenance and upgrades as needed.

Contract Number: 6492338 Solicitation Number: N/A Requisition Number: SS2021098

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): No

Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Estimated Start Date: 12/06/2021 Estimated Expiration Date: 12/05/2026 Contract Term: 60 Months

Estimated Contract Life Value: \$345,000.00 Fund:* 10101 BU:* 40101310, 40104110, 40150210, 40150610, 40150110, 40150410, 40150310, 40150510, 40150910, 40106210, 40150810, 40151010, 40151210, 40106110, 40107610, 40104410

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: Parks Department(s) Served: Parks

see

Prime Contractor Information

Prime Contracting Firm: US eDirect Inc ISN#: 19155

Address: 99 Powerhouse Rd, Suite 207 City: Roslyn Heights, State: NY Zip: 11577

Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE (select/check if applicable)

Prime Company Contact: Andrew Davies Email Address: adavies@usedirect.com

Prime Contractor Signatory: Andrew Davies **Email Address:** adavies@usedirect.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

N/A Amount: N/A Percent, if applicable: N/A

Equal Business Opportunity (EBO) Program:

Program Not Applicable Amount: N/A Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No Amount: N/A Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>US eDirect Inc</u>	<input type="checkbox"/>	<u>N/A</u>	<u>N/A</u>	<u>Approved Sole Source Form</u>
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>



Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **US eDirect Inc (CONTRACTOR)** located at **99 Powerhouse Road, Suite 207, Roslyn Heights, NY 11577** as the result of an approved sole source form signed by Metro's Purchasing Agent. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - Pricing*
 - *Exhibit B - ISA Terms and Conditions*
 - *Exhibit C -Affidavits*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide Point of Sale System (POS) to Metro Parks, including any maintenance and upgrades as needed.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$345,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Escalation/De-escalation

This Contract is not eligible for annual escalation/de-escalation adjustments.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.4. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.3. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.4. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.5. Cyber Liability Insurance

Cyber Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

7.6. Technological Errors and Omissions Insurance

Technological Errors and Omissions Insurance in the amount of one million (\$1,000,000.00) dollars.

7.7. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.8. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Contract Purchase Agreement 6492338

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.15. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.21. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.22. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (preferred method)

OR

METRO PURCHASING AGENT

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

730 2ND AVENUE SOUTH

PO BOX 196300

NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.23. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.24. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.25. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract 6492338

**PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300
PRG@NASHVILLE.GOV**

(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: US eDirect Inc

Attention: Andrew Davies

Address: 99 Powerhouse Rd Suite 207 Roslyn Heights, NY 11577

Telephone: 516-767-2431

E-mail: adavies@usedirect.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: Incorp Services Inc

Attention: Registered Agent

Address: 1585 Mallory Ln Suite 104 Brentwood, TN 37027-3036

E-mail: status@incorp.com

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 6492338

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Monique Horton Adam CW
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/TJE RW
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos BC
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Austin Kyle JAN 24 2022
Metropolitan Clerk Date

CONTRACTOR:

US eDirect, Inc
Company Name

Andrew Davies
Signature of Company's Contracting Officer

Andrew Davies
Officer's Name

VP Client Services
Officer's Title



Quote for: Nashville Metro Parks Support, Maintenance and Hosting for Recreation and Golf Dynamics

Quote Number:2021_0527_01

Date: 5/27/2021

Renewal Year 1 Support, Maintenance and Hosting	\$69,000.00
Renewal Year 2 Support, Maintenance and Hosting	\$69,000.00
Renewal Year 3 Support, Maintenance and Hosting	\$69,000.00
Renewal Year 4 Support, Maintenance and Hosting	\$69,000.00
Renewal Year 5 Support, Maintenance and Hosting	\$69,000.00

SECTION A-1**General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 Subcontracting/Outsourcing.**
 - 5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
 - 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
 - 5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

- 6 **Technological Errors and Omissions Insurance.** Contractor will carry Technological Errors and Omissions Liability insurance in the amount of one million (\$1,000,000.00) dollars. This is in addition to any other insurance requirement identified.
- 7 **Additional Cyber Liability Insurance.** Contractor will carry an additional four million (\$4,000,000) dollars of Cyber Liability insurance, for a total of five million (\$5,000,000) dollars of Cyber Liability insurance if they collect, store, and/or process any Metro Government Information that has not been specifically classified as public information by Metro.

SECTION A-2

Definitions

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. "Information Breach" means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. "Effective Date" means the date first set forth on page 1 of the Agreement.
6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are

Exhibit C - Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;

- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;

- Not to otherwise engage in discriminatory conduct;

- To provide a discrimination-free working environment;

- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;

- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and

- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf.

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

And Further Affiant Sayeth Not:

Organization Name: US eDirect, Inc

Organization Officer Signature: Andrew Davies

Name of Organization Officer: Andrew Davies

Title: VP Client Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2021

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

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

PRODUCER City Underwriting Agency 2001 Marcus Avenue Suite W180 Lake Success NY 11042	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: David Hyer</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 516-358-3500</td> <td>FAX (A/C. No): 516-358-3540</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Dhyer@cuagency.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Casualty Ins. Co. of America</td> <td style="text-align: center;">19046</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER D : Axis Surplus Insurance Co.</td> <td style="text-align: center;">26620</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	CONTACT NAME: David Hyer		PHONE (A/C. No. Ext): 516-358-3500	FAX (A/C. No): 516-358-3540	E-MAIL ADDRESS: Dhyer@cuagency.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Casualty Ins. Co. of America	19046	INSURER B : Travelers Indemnity Company	25658	INSURER C : Continental Casualty Company	20443	INSURER D : Axis Surplus Insurance Co.	26620	INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER: 42645747** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
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A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			UB3K764900	3/2/2021	3/2/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			E.L. EACH ACCIDENT					\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE					\$ 1,000,000	E.L. DISEASE - POLICY LIMIT					\$ 1,000,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																												
E.L. EACH ACCIDENT					\$ 1,000,000																										
E.L. DISEASE - EA EMPLOYEE					\$ 1,000,000																										
E.L. DISEASE - POLICY LIMIT					\$ 1,000,000																										
C	Technological E&O Liab.			596835076D	10/8/2021	10/8/2022	Limit \$5,000,000																								
D	Technological E&O Liab Excess			ENN603579	10/8/2021	10/8/2022	Limit \$3,000,000																								
C	Cyber Liability			596854856	1/15/2021	1/15/2022	Limit \$2,000,000																								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement. Contract 6492338

CERTIFICATE HOLDER Purchasing Agent, Metropolitan Government Of Nashville And Davidson County Metro Courthouse Nashville TN 37201	CANCELLATION 30 Days Written Notice SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Contract Standards Deviations

Contract Purchase Agreement 6492338,0: Contract Standards Deviations - 11-Oct-2021

Supplier Buyer	USeDirect Inc Ray, Terri Lynn	Supplier Site Amount	US EDIRECT INC 0.00
Contract Template	Master Goods and Services Contract		

Deviation Summary

Clause Deviations

Category	Non-Standard clauses		
Deviation	Section	Clause Title	
Standard clause modified	1. GOODS AND SERVICES CONTRACT	1.1. 37:Heading	
Standard clause modified	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	2.1. 35:Duties and Responsibilities	
Standard clause modified	3. CONTRACT TERM	3.1. 36:Contract Term	
Standard clause modified	4. COMPENSATION	4.1. 38:Contract Value	
Standard clause modified	4. COMPENSATION	4.4. 27:Escalation/De-escalation	
Standard clause modified	7. INSURANCE	7.2. 52:Automobile Liability Insurance	
Standard clause modified	7. INSURANCE	7.5. 251:Cyber Liability Insurance	
Standard clause modified	7. INSURANCE	7.6. 252:Technological Errors and Omissions Insurance	
Standard clause modified	7. INSURANCE	7.8. 55:Other Insurance Requirements	
Category	Standard clauses missing		
Deviation	Section	Clause Title	
Optional clause removed	6. NONDISCRIMINATION	6.3. 230:Equal Business Opportunity (EBO) Program Requirement	
Optional clause removed	7. INSURANCE	7.2. 50:Products Liability Insurance	
Optional clause removed	7. INSURANCE	7.3. 188:Professional Liability Insurance	
Optional clause removed	7. INSURANCE	7.7. 253:Abuse and Molestation Insurance	

Policy Deviations

Deviation	Description	Line	Item	Item Description
The contract has no Policy Deviations				



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	1.1. 37:Heading
Section	1. GOODS AND SERVICES CONTRACT
Deviation	Standard clause modified

Clause Text

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **US eDirect (CONTRACTOR)** located at **99 Powerhouse Road, Suite 207, Roslyn Heights, NY 11577** as the result of an approved sole source form signed by Metro's Purchasing Agent. This Contract consists of the following documents:

- **Any properly executed contract amendment** (most recent with first priority),
 - **This document, including exhibits,**
 - **Exhibit A - Pricing**
 - **Exhibit B - ISA Terms and Conditions**
 - **Exhibit C - Affidavits**
 - **Purchase Orders (and PO Changes),**
- In the event of conflicting provisions, all documents shall be construed in the order listed above.

Comparison to Standard

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County (METRO) and - ~~Enter Legal Name (CONTRACTOR)~~
US eDirect (CONTRACTOR) located at ~~Enter Address, City, ST ZIP:~~
99 Powerhouse Road, Suite 207, Roslyn Heights, NY 11577 as the result of an approved sole source form signed by Metro's Purchasing Agent. This Contract consists of the following documents:

- ~~• Any~~
- Any properly executed contract amendment (most recent with first priority),
- ~~•~~
- This document, including exhibits,
- ~~•~~
- Exhibit A - ~~{Enter Description (i.e. Hourly Rates)}~~
Pricing
- ~~•~~
- Exhibit B ~~—{Enter Description (i.e. Task Details)}~~
- ~~• Exhibit C - {Enter Description (i.e. ISA Terms and Conditions)}~~
Conditions
- ~~• The solicitation documentation for RFQ# [Enter Number] and affidavit(s) (all made a part of this contract by reference),~~
- Exhibit C - Affidavits



Contract Standards Deviations

- ~~• Purchase~~
- Purchase Orders (and PO Changes), -
- ~~• CONTRACTOR's response to the solicitation;~~
- ~~• Equal Business Opportunity (EBO) Program forms (incorporated by reference).~~



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	2.1. 35:Duties and Responsibilities
Section	2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:
Deviation	Standard clause modified

Clause Text

CONTRACTOR agrees to provide Point of Sale System (POS) to Metro Parks, including any maintenance and upgrades as needed.

Comparison to Standard

~~CONTRACTOR agrees~~
CONTRACTOR agrees to provide ~~the goods and/or services as briefly described below~~
Point of Sale System (POS) to Metro Parks, including any maintenance and ~~more fully defined in the solicitation.~~
upgrades as needed.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	3.1. 36:Contract Term
Section	3. CONTRACT TERM
Deviation	Standard clause modified

Clause Text

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

Comparison to Standard

The Contract ~~Term will~~
Term will begin on the date this Contract is approved by all required parties and filed in ~~the Metropolitan~~
the Metropolitan Clerk's ~~Office. The Contract~~
Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. -

~~-This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in~~
In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.1. 38:Contract Value
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract has an estimated value of \$345,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

Comparison to Standard

This Contract has an estimated value of ~~-\${Agreement Amount}~~. ~~\$345,000.00~~. The pricing ~~details are~~ details are included ~~in Exhibit~~ in Exhibit A and are made a part of this Contract by reference. ~~CONTRACTOR~~ CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	4.4. 27:Escalation/De-escalation
Section	4. COMPENSATION
Deviation	Standard clause modified

Clause Text

This Contract is not eligible for annual escalation/de-escalation adjustments.

Comparison to Standard

This Contract is not eligible for annual escalation/de-escalation ~~adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.~~

adjustments.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.2. 52:Automobile Liability Insurance
Section	7. INSURANCE
Deviation	Standard clause modified

Clause Text

In the amount of one million (\$1,000,000.00) dollars.

Comparison to Standard

In the amount of one million (\$1,000,000.00) ~~dollars (if CONTRACTOR will be coming on Metro Property or making on-site deliveries)~~
dollars.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.5. 251: Cyber Liability Insurance
Section	7. INSURANCE
Deviation	Standard clause modified

Clause Text

Cyber Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

Comparison to Standard

Cyber Liability Insurance in the amount of five one million ~~(\$5,000,000.00) dollars (for companies that have access to personal information (SSN's Addresses of employees, customers or students))~~. (\$1,000,000.00) dollars.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.6. 252:Technological Errors and Omissions Insurance
Section	7. INSURANCE
Deviation	Standard clause modified

Clause Text

Technological Errors and Omissions Insurance in the amount of one million (\$1,000,000.00) dollars.

Comparison to Standard

Technological Errors and Omissions Insurance in the amount of one million (\$1,000,000.00) ~~dollars(for software and hardware manufacturers & website designers).~~ dollars.



Contract Standards Deviations

Deviation Category	Non-Standard clauses
Clause Title	7.8. 55:Other Insurance Requirements
Section	7. INSURANCE
Deviation	Standard clause modified

Clause Text

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

Comparison to Standard

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to: -

~~PROCUREMENTCOI@NASHVILLE.GOV (preferred method)~~

~~OR~~

~~DEPARTMENT OF FINANCE~~

~~PROCUREMENT DIVISION~~

~~730 2ND AVE SOUTH, STE 101~~



Contract Standards Deviations

~~P.O. BOX 196300~~

~~NASHVILLE, TN 37219 6300~~
PROCUREMENTCOI@NASHVILLE.GOV

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are ~~completed.~~

completed. Failure to maintain or renew ~~coverage and~~
coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

~~Said insurance~~

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than ~~A-~~

A- Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this ~~Contract, Commercial~~

Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR ~~shall require~~

shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

~~If CONTRACTOR~~

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	6.3. 230:Equal Business Opportunity (EBO) Program Requirement
Section	6. NONDISCRIMINATION
Deviation	Optional clause removed

Clause Text

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.2. 50:Products Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

In the amount of one million (\$1,000,000.00) dollars (If the CONTRACTOR is manufacturing or producing the goods purchased by METRO)



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.3. 188:Professional Liability Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

In the amount of one million (\$1,000,000.00) dollars



Contract Standards Deviations

Deviation Category	Standard clauses missing
Clause Title	7.7. 253:Abuse and Molestation Insurance
Section	7. INSURANCE
Deviation	Optional clause removed

Clause Text

Abuse and molestation Insurance in the amount of one million (\$1,000,000.00) dollars.

Certificate Of Completion

Envelope Id: 6DE82EC6F8C5457B9789B6F3B129CF56	Status: Sent
Subject: Metro Contract 6492338 with US eDirect Inc (Parks)	
Source Envelope:	
Document Pages: 40	Signatures: 10
Certificate Pages: 17	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original 12/14/2021 3:28:41 PM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signature	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	Sent: 12/14/2021 3:39:24 PM Viewed: 12/14/2021 3:46:00 PM Signed: 12/14/2021 3:47:16 PM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gary Clay gary.clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None)		Sent: 12/14/2021 3:47:25 PM Viewed: 12/14/2021 8:50:52 PM Signed: 12/14/2021 8:51:15 PM
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Signature Adoption: Uploaded Signature Image
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chinita White Chinita.White@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 12/14/2021 8:51:24 PM Viewed: 12/15/2021 8:14:32 AM Signed: 12/20/2021 9:33:17 AM
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Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.68

Electronic Record and Signature Disclosure:
Accepted: 12/15/2021 8:14:32 AM
ID: c6d89259-d91f-4f1c-9886-877e2886737e

Rose Wood Rose.Wood@nashville.gov Finance Admin Metro Finance Dept. OMB Security Level: Email, Account Authentication (None)		Sent: 12/20/2021 9:33:27 AM Viewed: 12/20/2021 10:12:45 AM Signed: 12/20/2021 10:16:18 AM
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Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Andrew Davies adavies@usedirect.com VP Client Services US eDirect, Inc Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/20/2021 10:23:00 AM ID: 900b970c-7fb5-4f78-9a9c-7f70d853b6c8</p>	<p><i>Andrew Davies</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 68.132.73.74</p>	<p>Sent: 12/20/2021 10:16:27 AM Viewed: 12/20/2021 10:23:00 AM Signed: 12/20/2021 10:23:33 AM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/20/2021 10:23:45 AM Viewed: 12/21/2021 10:18:34 PM Signed: 12/21/2021 10:20:47 PM</p>
<p>Monique Horton Odom monique.odom@nashville.gov Monique Horton Odom Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/22/2021 7:55:19 AM ID: 3837ce3b-30e7-4c28-8fc5-79e10c2f7a84</p>	<p><i>Monique Horton Odom</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.68</p>	<p>Sent: 12/21/2021 10:20:56 PM Viewed: 12/22/2021 7:55:19 AM Signed: 12/22/2021 7:55:44 AM</p>
<p>Kelly Flannery/TJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/22/2021 9:20:17 AM ID: 816e55f5-788d-4d52-8e74-0b83428b87c1</p>	<p><i>Kelly Flannery/TJE</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 67.177.190.102 Signed using mobile</p>	<p>Sent: 12/22/2021 7:55:54 AM Viewed: 12/22/2021 9:20:17 AM Signed: 12/22/2021 9:21:22 AM</p>
<p>Kelly Flannery/MJW MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/22/2021 9:20:17 AM ID: 816e55f5-788d-4d52-8e74-0b83428b87c1</p>	<p><i>Kelly Flannery/MJW</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/22/2021 9:21:34 AM Viewed: 12/23/2021 8:16:17 AM Signed: 12/23/2021 10:59:35 AM</p>
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/23/2021 8:16:17 AM ID: d2ea1d27-cf11-4c1e-a6f7-8d40771edd2e</p>	<p><i>BC</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/23/2021 10:59:45 AM Viewed: 12/23/2021 11:19:28 AM Signed: 12/23/2021 11:19:45 AM</p>
<p>Electronic Record and Signature Disclosure:</p>		

Signer Events	Signature	Timestamp
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<p>Accepted: 12/23/2021 11:19:28 AM ID: a6cae484-6ba6-467d-8d5b-4e32cc23b3a4</p> <p>Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Macy Amos</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/23/2021 11:19:55 AM Viewed: 12/23/2021 12:30:48 PM Signed: 12/23/2021 12:50:11 PM</p>
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Electronic Record and Signature Disclosure:

Accepted: 12/23/2021 12:30:48 PM
ID: 519a5aae-fc54-4186-9aa9-1ae88e75d758

<p>Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)</p>	<p>Sent: 12/23/2021 12:50:33 PM Viewed: 12/23/2021 1:09:51 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p>COPIED</p>	<p>Sent: 12/23/2021 12:50:25 PM</p>
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Electronic Record and Signature Disclosure:

Accepted: 12/16/2021 8:14:11 AM
ID: 21cee02c-823b-4fa5-acc6-b5d9d4bc1dda

<p>Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p>COPIED</p>	<p>Sent: 12/23/2021 12:50:29 PM</p>
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Electronic Record and Signature Disclosure:

Accepted: 12/23/2021 12:30:48 PM
ID: 519a5aae-fc54-4186-9aa9-1ae88e75d758

<p>Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None)</p>		
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

<p>Bob Benson bob.benson@nashville.gov Security Level: Email, Account Authentication (None)</p>		
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Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
 Accepted: 6/10/2021 1:19:32 PM
 ID: 91c73ab9-680e-4289-b6c8-5a284febcbf75

Amber Gardner
 Amber.Gardner@nashville.gov

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 10/27/2021 2:38:03 PM
 ID: 1113d3e5-9e9b-4639-b656-ad874105d9c8

Elizabeth Waites
 publicrecords@nashville.gov

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 12/23/2021 9:16:56 AM
 ID: 552ed378-1345-4b58-b09b-13d97fe606a4

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/14/2021 3:39:24 PM
Certified Delivered	Security Checked	12/23/2021 1:09:51 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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2022 JAN 11 PM 12:08
FILED METROPOLITAN CLERK

ORIGINAL

METROPOLITAN COUNTY COUNCIL

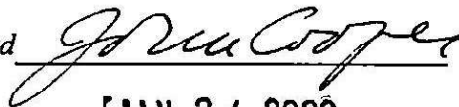
Resolution No. RS 2022 - 1331

A resolution approving a contract between the Metropolitan Government of Nashville and Davidson County and US eDirect, Inc. to provide a Point of Sale System, including any maintenance and upgrades, for the Department of Parks and Recreation.

Introduced JAN 18 2022

Amended _____

Adopted JAN 18 2022

Approved 

By JAN 24 2022
Metropolitan Mayor

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM



SS #: 2021098

Date Received: June 10, 2021

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 6/10/2021 Requesting Department/Agency/Commission: Parks and Recreation

Requesting Official: Monique Odom Telephone #: 615-862-8400 This is for a multi-year contract.

Product/Service Description: For the continued maintenance and future programming fees for our department's Point-of-Sale system, managed and hosted by USeDirect. This is the collection system for all fees for the Parks and Recreation department, and is our online presence for class registrations. This system is currently being modified to allow for the Treasurer's Office's new chip readers, and as we expand our customer service to include additional online reservation activities. We also require maintenance on this system as we open additional fee-based locations in the coming years.

Total Purchase (Enter the value for the entire contract life) Price: \$345,000

BU Number: Split among many BUs: 40101310, 40104110, 40150210, 40150610, 40150110, 40150410, 40150310, 40150510, 40150910, 40106210, 40150810, 40151010, 40151210, 40106110, 40107610, 40104410 Fund #: 10101
Object Account: 502233 Any Other Accounting Info: _____

Proposed Supplier: USeDirect

Proposed Supplier Contact: Andrew Davies

Supplier Address: 99 Powerhouse Rd., Suite 207

City: Roslyn Heights

ST: NY

Zip: 11577

Supplier Telephone #: 866-935-4653

Supplier Email: adavies@usedirect.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: The service of providing maintenance to this software system can only be performed by the owners of the software, USeDirect. It's also considered Sole Source because our data is hosted on their own in-house servers, not available to outside sources.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: EO

Requesting Department Director's Signature of Approval: Monique Horton Odom

Date: 6/11/2021 | 8:03 AM CDT

SS #: 2021098

June 10, 2021

Date Received: _____

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: multi-year contract

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle A Hernandez Lane **Date:** 6/24/2021 | 7:27 PM


Certificate Of Completion

Envelope Id: BD8A925CB0BD47959D5E0A463897211E	Status: Sent
Subject: Metro Contract 6492338 Amendment 1 with US eDirect Inc (Parks)	
Source Envelope:	
Document Pages: 71	Signatures: 10
Certificate Pages: 17	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.190


Record Tracking

Status: Original 9/30/2024 11:29:12 AM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

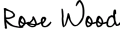
Signer Events

Signer Events	Signature	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 9/30/2024 11:39:28 AM Viewed: 9/30/2024 11:45:15 AM Signed: 9/30/2024 11:45:21 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chinita White Chinita.White@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 9/30/2024 11:45:25 AM Viewed: 10/1/2024 9:02:17 AM Signed: 10/1/2024 10:02:11 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.68	

Electronic Record and Signature Disclosure:
Accepted: 10/1/2024 9:02:17 AM
ID: cc721116-ced0-4835-ac18-70675be2a69c

Rose Wood Rose.Wood@nashville.gov Finance Admin Metro Finance Dept. OMB Security Level: Email, Account Authentication (None)		Sent: 10/1/2024 10:02:16 AM Viewed: 10/1/2024 10:16:53 AM Signed: 10/1/2024 10:17:03 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sascha Ohler adavies@usedirect.com SVP Recreation Solutions US eDirect, Inc Security Level: Email, Account Authentication (None)		Sent: 10/1/2024 10:17:07 AM Viewed: 10/2/2024 7:39:53 AM Signed: 10/3/2024 10:34:56 AM
	Signature Adoption: Pre-selected Style Using IP Address: 163.116.251.117	

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
<p>Accepted: 12/20/2021 10:23:00 AM ID: 900b970c-7fb5-4f78-9a9c-7f70d853b6c8</p> <p>Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None)</p>	<p><i>Dennis Rowland</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 10/3/2024 10:35:03 AM Viewed: 10/3/2024 11:36:34 AM Signed: 10/3/2024 11:39:00 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Monique Horton Odom monique.odom@nashville.gov Monique Horton Odom Security Level: Email, Account Authentication (None)</p>	<p><i>Monique Horton Odom</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.68</p>	<p>Sent: 10/3/2024 11:39:05 AM Viewed: 10/4/2024 7:30:50 AM Signed: 10/4/2024 7:31:17 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 10/4/2024 7:30:50 AM ID: c428b41c-2e75-4558-aad3-4a92aad21a0a</p>		
<p>Kevin Crumbo/mal michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Crumbo/mal</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 104.176.252.12 Signed using mobile</p>	<p>Sent: 10/4/2024 7:31:21 AM Viewed: 10/7/2024 1:53:26 PM Signed: 10/7/2024 1:55:19 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Crumbo/mjw</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 10/7/2024 1:55:23 PM Viewed: 10/7/2024 5:21:30 PM Signed: 10/7/2024 5:22:17 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 10/7/2024 5:21:30 PM ID: b3abd383-57b2-4599-b363-fa4adfb96375</p>		
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 10/7/2024 5:22:25 PM Viewed: 10/8/2024 8:11:27 AM Signed: 10/8/2024 8:15:22 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 10/8/2024 8:11:27 AM ID: 521727ca-6cb6-4594-b400-eedddcf7b01e</p>		
<p>Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)</p>	<p><i>B</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 10/8/2024 8:15:27 AM Viewed: 10/8/2024 8:19:14 AM Signed: 10/8/2024 8:19:31 AM</p>
<p>Electronic Record and Signature Disclosure:</p>		

Signer Events	Signature	Timestamp
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Accepted: 10/8/2024 8:19:14 AM
ID: 3fe48a4a-f30f-4b2a-bf0f-830104d263dc

Tessa V. Ortiz-Marsh
tessa.ortiz-marsh@nashville.gov
Security Level: Email, Account Authentication (None)



Sent: 10/8/2024 8:19:36 AM
Viewed: 10/9/2024 8:07:10 AM
Signed: 10/9/2024 8:07:22 AM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:
Accepted: 10/9/2024 8:07:10 AM
ID: 76465a18-4a64-4127-b2d7-f992ac9b621d

Procurement Resource Group
prg@nashville.gov
Metropolitan Government of Nashville and Davidson County
Security Level: Email, Account Authentication (None)

Sent: 10/9/2024 8:07:28 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jan Harvey
jan.harvey@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/30/2024 11:39:28 AM

Electronic Record and Signature Disclosure:
Accepted: 8/21/2024 8:40:49 AM
ID: b780e7f5-8b42-4b0f-a713-b8abcb37e3ee

Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 10/2/2024 12:50:00 PM
ID: 24c83417-9792-47fb-9f03-dcfd98b5168e

Jeremy Frye
jeremy.frye@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 8/21/2024 12:27:10 PM
ID: 08bbe2e0-7f05-45d6-972a-37f2ea95b8de

Carbon Copy Events	Status	Timestamp
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Nethraja Rajaratnam

NR@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 12/13/2023 6:57:49 AM

ID: 644200d1-2b94-4495-a9db-bbfd109ecca9

Amber Gardner

Amber.Gardner@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

9/30/2024 11:39:29 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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