

Contract Abstract

Contract Information

Contract & Solicitation Title:

Contract Summary:

Contract Number: Solicitation Number: Requisition Number:

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date):

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

High Risk Contract (Per Finance Department Contract Risk Management Policy):

Sexual Harassment Training Required (per BL2018-1281):

Estimated Start Date: Estimated Expiration Date: Contract Term:

Estimated Contract Life Value: Fund:* BU:*

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

Payment Terms: Selection Method:

Procurement Staff: BAO Staff:

Procuring Department: Department(s) Served:

Prime Contractor Information

Prime Contracting Firm: ISN#:

Address: City: State: Zip:

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

Prime Company Contact: Email Address: Phone #:

Prime Contractor Signatory: **Email Address:**

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

Amount: Percent, if applicable:

Equal Business Opportunity (EBO) Program:

MBE Amount: MBE Percent, if applicable:

WBE Amount: WBE Percent, if applicable:

Federal Disadvantaged Business Enterprise:

Amount: Percent, if applicable:

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring):

Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<input type="text" value="ESi Acquisition, Inc"/>	<input type="checkbox"/>	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	<input type="text" value="Approved Sole Source Form"/>				
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>				
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>				
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>				
<input type="text"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>				



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 **ESi Acquisition, Inc** ("CONTRACTOR") located at **235 Peachtree Street NE, Suite 2300, Atlanta, GA 30303**, resulting from an approved sole source form signed by Metro's Purchasing Agent (included herein by reference).. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
- *Exhibit A - WebEOC Subscription Agreement*
- *Exhibit B - Affidavits*
- *Exhibit C – MISA Terms and Conditions*
- *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 crisis information management system as outlined in Exhibit A - WebEOC Subscription Agreement.

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 (the "Effective Date") this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end (60) months from the Effective Date.

In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$475,247.00. 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 invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or 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 Either Party 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, the aggrieved party shall identify the breach and the breaching party shall cure the performance within thirty (30) days. If the breaching party fails to satisfactorily provide cure, the aggrieved party shall have the right to immediately terminate this Contract. Such termination shall not relieve the breaching party of any liability to the aggrieved party for damages sustained by virtue of any breach by the breaching party.

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. Equal Business Opportunity (EBO) Program Requirement

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

6.4. 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.

6.5. 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 or Contract number on the ACORD document.

7.2. General Liability Insurance

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

7.3. Automobile 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.

7.5. Technological Errors and Omissions Liability Insurance

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

7.6. Cyber Liability Insurance

In the amount of four million (\$4,000,000.00) 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 officials, officers, 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 subcontractors 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 CONDITIONS

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

By Contractor: 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.

By METRO: METRO represents and warrants that (a) the performance of its obligations and use of the Software by METRO and its Users, including, without limitation, any Administrators or Sub-Administrators, if any, will not violate any applicable laws or regulations, CONTRACTOR's rules and regulations or cause a breach of any agreements with any third parties; (b) it will not interfere with CONTRACTOR's systems or the use of any services or systems by other CONTRACTOR's clients; (c) it will not provide or enter any METRO Information or METRO Data into the Software or Systems that may or does contain protected health information under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (d) it will not provide or enter any METRO Information or METRO Data into the Software or Systems that may or does contain personal data as regulated by the General Data Protection Regulation 2016/679 (the "GDPR"); and (e) it will not send any notifications, be it SMS, email, text, pager alerts, phone calls, using the Software or Systems without obtaining the consent of any User or recipient as required by applicable laws, statutes, or regulations. In the event of any breach of any of the foregoing METRO warranties, in addition to any other remedies available at law or in equity, CONTRACTOR will have the right, in its sole reasonable discretion, to terminate or suspend immediately any related Software if deemed reasonably necessary by CONTRACTOR to prevent any harm to CONTRACTOR, its Clients and/or its business. CONTRACTOR will provide to METRO notice (email being sufficient) of such termination or suspension of the Software and, in CONTRACTOR's sole discretion if an opportunity to cure the breach if practicable depending on the nature of the breach, CONTRACTOR may provide the METRO with an opportunity to cure such breach and if cured, in CONTRACTOR's full satisfaction, CONTRACTOR may restore the Software or access to the Software.

8.3. Software Subscription

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a subscription 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, in accordance with the attached WebEOC Subscription Agreement.

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.

Notwithstanding the foregoing or CONTRACTOR's obligations elsewhere in this Section, METRO understands that CONTRACTOR does not require any information for the performance of Services hereunder, and that CONTRACTOR cannot guarantee the security of METRO Information when added to the Juvare Exchange, stored on METRO's applicable equipment and hardware or transmitted or accessible when using the internet or other services providers. CONTRACTOR shall not be liable or responsible to METRO or any other party for any losses, damages, claims, costs or other obligations arising out of or relating to any unauthorized access to, disclosure or use of information stored by METRO on the System, including, without limitation, within the Juvare Exchange, or while such information is transmitted or accessible through the Software, the internet, or services providers. Additionally, CONTRACTOR shall not be responsible for any breach of security or confidentiality caused by METRO's failure to maintain the confidentiality and control of its user identification numbers or passwords related to its use of the Software provided hereunder. METRO understands and acknowledges that any METRO Confidential Information, including, without limitation, the METRO Data, entered into the Juvare Exchange is visible and viewable by other Juvare Exchange users and is not secure or held confidential.

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 conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR 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.

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. Israel Anti-Boycott Act

In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1 CONTRACTOR certifies that CONTRACTOR is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel.

8.19. 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.

8.20. 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.

8.21. 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.

8.22. 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.

8.23. 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
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.

8.24. 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.

8.25. 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.

8.26. 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.

8.27. Venue

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

8.28. 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.

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Contract Number: 6533203

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: ESi Acquisition, Inc.

Attention: David Kennedy

Address: 235 Peachtree Street NE, Suite 2300, Atlanta, GA 30303

Telephone: 678-490-4205

Fax: N/A

E-mail: david.kennedy@juvare.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:

Designated Agent: Registered Agent Solutions, Inc.

Attention: Adam Saldana

Address: 992 Davidson Drive, Suite B, Nashville, TN 37205

Email: asaldana@rasi.com

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Notices & Designations
Department & Project Manager

Contract Number	6533203
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	Office of Emergency Management
Attention	Drusilla Martin / Angela Roscoe
Address	2060 15th Ave South
Telephone	615-862-5462
Email	Drusilla.Martin@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

Project Manager	Heidi Mariscal
Title	Planning, Training, Exercise Coordinator
Address	2060 15th Ave South
Telephone	615-880-2950
Email	Heidi.Mariscal@nashville.gov

Appendix Z – Contract Administration

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

Vendor Performance Management Plan

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to PRG@nashville.gov.

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Amendment

For all contracts, the project manager will notify PRG@nashville.gov if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Escalation

For contracts that include an escalation/de-escalation clause, the project manager will notify PRG@nashville.gov when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

Contract Close Out – Purchasing

For all contracts, the project manager will notify PRG@nashville.gov when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

Contract Close Out – BAO

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

Best Practices

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6533203

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, 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:

William Swann *DM*
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle R. Hernandez Lane *MLC*
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/TJE *EDR*
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Phylinda Ramsey *BL*
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

ESI Acquisition, Inc.
Company Name

Robert Watson
Signature of Company's Contracting Officer

Robert Watson
Officer's Name

CEO and President
Officer's Title

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)**Contract 6533203**

This **WebEOC Subscription Agreement** (the "**Agreement**"), effective when the master agreement is approved by all required parties and filed in the Metropolitan Clerk's Office ("**Effective Date**"), is made by and between **ESi Acquisition, Inc.** ("**ESi**"), a Delaware corporation with its principal place of business located at 235 Peachtree Street NE, Suite 2300, Atlanta, Georgia 30303 and **Nashville Office of Emergency Management** ("**Client**"), a State of Tennessee Political Subdivision/municipal agency having its principal place of business located at 2060 15th Avenue South, Nashville, TN 37212. ESi and Client may individually be referred to as a "Party" herein, or the "Parties" collectively.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Agreement.** This is a Software-as-a-Service ("SaaS") based subscription agreement and not an agreement for sale. As of the Effective Date of this Agreement, this Agreement covers the WebEOC® Software Subscription and services (including Support Services) that Client purchases from ESi as a provider of Hosted/hosting services for the Software governed by this Agreement ("**Services**") pursuant to Exhibits, Orders and Quotes hereto that are executed and/or agreed upon by both parties and expressly references this Agreement. This Agreement and all applicable Exhibits, Orders and Quotes hereto for Services and any attachments hereto and thereto are the complete agreement regarding ESi's Services hereunder and replace any prior oral or written communications between Client and ESi relating to such transactions. Client agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by ESi regarding future functionality or features.
2. **Definitions.** Unless otherwise specifically stated in this Agreement or in any Exhibit or Quote hereto, the capitalized terms used in this Agreement shall have the meanings set forth below:
 - 2.1 "Administrator" means an employee, officer, director or consultant of Client to whom Client has provided a user account and certain rights to administer the Software on behalf of Client.
 - 2.2 "Active User" means a User that has logged in to the Software at any time, for any period of time, within any given calendar month.
 - 2.3 "Affiliate" means an entity that controls, is controlled by, or is under common control with a party hereto.
 - 2.4 "Client Data" means data input by Client or its authorized Users into the Software.
 - 2.5 "Confidential Information" means as set forth in Section 8 to this Agreement.
 - 2.6 "Consulting Services" means all the professional services for installation or implementation of Hosted Services or Software, training services, or other non-recurring services as set forth on Exhibit E hereto; Consulting Services do not include Hosted Services or Support Services.
 - 2.7 "Derivative Work(s)" means the work based on or derived from or modifications, enhancements or other functional extensions of the Software.
 - 2.8 "Documentation" means the user manuals, requirements, specifications, training materials, and any other documents, materials, information or guidance, whether supplied as printed material or in electronic form, provided by ESi in conjunction with the purchase, training, use, technical support or update of the Software and Services provided hereunder.
 - 2.9 "Fee" means the amounts due and payable by Client to ESi for the Subscription and Services pursuant to this Agreement; the Fee may be set forth on Exhibit C, as amended from time to time, to this Agreement or Quotes or Orders.
 - 2.10 "Hosted Services" means as set forth in Exhibit D to this Agreement.
 - 2.11 "Hosted System" means as set forth in Exhibit D to this Agreement.
 - 2.12 "Installation" of the Software shall be deemed to be complete on the sooner to occur of (i) the day that the Software is available for production, (ii) the date of Client's first use of the Software in a live production environment, or (iii) 90 days following the date of Client's execution of this Agreement (or if for an amendment, Exhibit or Statement of Work adding Software, Modules, or Services under this Agreement, the Client's execution of such subsequent amendment, Exhibit or Statement of Work).
 - 2.13 "Internal Business Purpose" means the primary business purpose of the Client as established by articles of incorporation, operating agreement, enabling statute, agency rule or regulation, or any other documentation that defines Client's primary business purpose; however, such Internal Business Purposes will be construed as narrowly as legally allowed and any overly broad business purposes will require further refining and supplementation in this Agreement.
 - 2.14 "Juvare Cloud" means as set forth in Exhibit D to this Agreement.
 - 2.15 "Module" means a proprietary set of status boards developed by ESi for use with selected WebEOC Software which are designed to address a common functional need.
 - 2.16 "Party" means as defined in the preamble above.
 - 2.17 "Software," means, individually and collectively, all of the software granted to Client from ESi via the Subscription as identified on Exhibit A hereto and Software Updates to such software.

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)**Contract 6533203**

- 2.18** “Software Support Plan” means the Support Services plan provided by ESI pursuant to Exhibit C and Quotes to this Agreement.
- 2.19** “Software Updates” means any technical correction, patch, bug fix, enhancement or other software release to the Software that is provided to Client pursuant to the Software Support Plan or the Software Subscription purchased by Client.
- 2.20** “Standard Business Hours” shall mean 9:00 a.m. through 6:00 p.m. U.S. Eastern Time, Monday through Friday, excluding holidays, and are subject to change by ESI.
- 2.21** “Sub-Administrator” shall mean as set forth in Section 6 of this Agreement.
- 2.22** “Subscription” means a SaaS based subscription for Client to use and access the proprietary Software, Software Updates, online and/or hard-copy documentation and user guides as set forth in Section 4 of this Agreement and for the Term set forth in Exhibit A.
- 2.23** “Support Services” means the technical support services provided by ESI pursuant to Section 11, Exhibit B and Exhibit C to this Agreement. May also be referred to as “Software Support Services.”
- 2.24** “Term” means as set forth in Section 5 of this Agreement.
- 2.25** “Travel Expenses” means travel, living and out of pocket expenses (including travel agent service fees and applicable internal per diems) incurred by ESI in connection with the performance of Services hereunder, including, without limitation, charges and fees incurred by ESI resulting from the cancellation/rescheduling of scheduled air travel or similar services based on changes requested by Client to the applicable dates for performance of the relevant Services.
- 2.26** “User” means an authorized employee, contractor or affiliate of Client to whom Client has provided a user account for the Software; User includes Administrators and Sub-Administrators.
- 3. Ownership and Licensing Authority.**
- 3.1** Ownership of, and title to, the Software and Documentation shall be held by ESI and its licensor(s) and is protected by United States law and applicable international laws, treaties and conventions regarding intellectual property. ESI and its licensor(s) shall retain all rights, title and ownership not granted herein to all copies of the Software and Documentation provided as part of the Subscription under this Agreement. “WebEOC” is a registered trademark of ESI Acquisition, Inc., all rights reserved.
- 3.2** ESI is authorized to redistribute, license and/or provide subscriptions to any third-party software delivered with the Software and Documentation provided under this Agreement. The owner of such third-party software shall have the right to enforce this Agreement to the extent permitted by applicable law.
- 4. Subscription.** ESI grants to Client, and Client accepts, subject to the following terms and conditions and payment of the applicable Fees, a limited non-exclusive, non-transferable, and non-sublicensable revocable term Subscription according to the terms stated herein, to use and access the Software and Documentation for the stated Term. Except as expressly authorized in this Agreement, Client shall not rent, lease, loan, sell, sublicense, distribute, transfer, copy, reproduce, display, modify, provide commercial hosting services, time share or dispose of the Software or Documentation or any part thereof, use the Software to provide any services to third parties or otherwise use the Software and Documentation to generate commercial revenue.
- 5. Term. Intentionally Omitted/Items addressed in Goods and Services Contract**
- 6. Permitted Uses.** Client’s, and its User’s, access and use of the Software shall be limited and subject to the following terms and conditions:
- a. One (1) Instance of the Software on one (1) Machine. As used herein, “Machine” means a single laptop, personal computer or web server, or a combined web and database server or multiple load-balanced web servers, configured to point to a single database and database server that is used operationally or “in production” (“Instance”).
 - b. Client may use the Software and Documentation solely for Client’s internal business purposes.
 - c. Client also may make one (1) copy of the Software for back-up or archival purposes.
 - d. Client also may use the Software to support “non-production” software development cycle activities if a non-production Subscription is purchased, as set forth in Exhibit A hereto.
 - e. If Client requires or desires operational use of more than one Instance of the Software, an additional Subscription Fees shall be required.
 - f. The Client’s storage capacity is set to the maximum as set forth on Exhibit A hereto. ESI shall have the right to conduct regular audits of Client compliance with the storage capacity permitted under this Agreement. In the event Client’s storage usage exceeds such capacity, Client will receive a warning notice (via email being sufficient) from ESI and Client shall promptly remove the excess data from

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)**Contract 6533203**

the Hosted System (as defined on Exhibit D) causing the capacity excess or Client shall promptly purchase from ESI additional storage capacity in sufficient quantity at ESI's then current rates for such additional storage; *provided, however*, if Client does not either remove such data or purchase the additional storage capacity within the time period specified in the warning notice (if no time period is specified in the notice, then thirty (30) calendar days shall apply), then ESI shall be entitled to delete the Client's Data within the Hosted System on a first in-first out approach, without any liability to ESI.

- g. The Subscription is on a named and Active User basis. Each Administrator, Sub-Administrator, and User shall have a unique user account. User accounts, usernames and passwords shall not be shared. There shall be no limitation on how many User accounts that Client may create; however, Client may only provide access to the number of Administrators, Sub-Administrators, and Active Users set forth in Exhibit A to this Agreement. Active User counts are based on the number of unique logins each calendar month. ESI shall have the right to conduct regular audits of Client compliance with the number of Active Users permitted under this Agreement. Client agrees to provide ESI with the information required, if any, for ESI to complete such audits. Such audits shall be conducted at ESI expense. Client shall not have the number of Active Users restricted during the term of Agreement; however, Client shall be in violation of Active User limits if the number of Active Users during any month covered by the audit is greater than the number of Active Users permitted in Exhibit A. Client shall be given "forgiveness" for the first Active User limit violation in a contractual year period; however, all additional violations shall incur additional fees. Clients that incur the additional fees for Active User limit violations may elect to either (a) pay the difference in their current user level and the appropriate user level plus a 20% convenience fee for each month in which the Active User limit was exceeded; (b) immediately increase the Active User count to the appropriate level and pay the pro-rata difference between the subscriptions plus a 10% convenience fee within 30 days of the increase; or (c) immediately increase the Active User count to the appropriate level but pay the pro-rata difference between the subscriptions plus a 10% convenience fee, plus late fees as defined in Paragraph 16 upon subsequent renewal term.
- h. Administrators, Sub-Administrators, and Users shall have different rights to access the Software as follows:
 - i. Administrators may access all features of the Software. Certain features of the Software may only be accessed by named users who are granted status as an Administrator ("Administration Tools"). Administration Tools include, without limitation, the following: creation and administration of user accounts; creation and subsequent editing of incidents; software configuration; use of the WebEOC BoardBuilder tool; installation and administration of board sets, plug-ins, modules, interfaces and Software Updates; and access to the Software's Application Programming Interface.
 - ii. "Sub-Administrator" is a subset of Administrator Users as set forth in this subsection (ii) and such Sub-Administrators are only active if set forth on Exhibit A to this Agreement and if Client has subscribed to the WebEOC Enterprise Software. Sub-Administrator rights also shall be available solely to support management of Sub-Organizations. Sub-Administrators may access the following Administration Tools: creation of user accounts; management of user accounts including definition of roles and permissions; and creation and subsequent editing of incidents. Maintenance of Sub-Administrator rights requires the purchase of an annual "Enterprise" Software Support Plan. If Client elects to discontinue the required Software Support Plan, access to Sub-Administrator features and any other benefits of Enterprise which ESI may elect to make available from time to time shall be discontinued.
 - iii. Users may not be granted access to any Administration Tools, except that Administrators may grant designated Users rights to create or edit incidents and to add or edit maps in MapTac™.
- i. Except where otherwise provided in this Agreement, rights to access and use Administrative Tools are given exclusively to the Client and Client may not grant such rights to any third party.
- j. Client may provide its consultant(s) or independent contractor(s) with access to the Software and Documentation, provided that such consultants or independent contractors are using the Software and Documentation exclusively for the benefit of the Client. Client shall be responsible for compliance by its consultants and independent contractors with the terms and conditions of this Agreement.
- k. If Client has subscribed to the WebEOC Enterprise Software or the WebEOC Professional Software, then Client may use the WebEOC BoardBuilder tool and, if subscribed to, the DesignStudio® solution, to copy, modify and create forms and templates ("Status Boards") and Client may distribute,

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)**Contract 6533203**

in printed form or as electronic media, the Status Boards to Client's authorized users, provided that such Status Boards are used exclusively for the internal business purposes of Client. Status Boards shall be considered Derivative Work(s) of the Software and Client shall not sell, resell, license or otherwise transfer for value any Derivative Work(s) created using the WebEOC BoardBuilder tool or the DesignStudio® solution, and Client shall not distribute such Derivative Work(s) as part of any product or service for value to any third party. Any Derivative Work(s) prepared by Client shall remain subject to the terms of this Agreement and shall clearly display the following copyright notice to properly acknowledge the proprietary rights of ESI and its third-party licensors: "This work includes the intellectual property of ESI Acquisition, Inc. and its licensors and is provided under subscription/license. Copyright © 2002-2022, ESI Acquisition, Inc. and its licensors. All rights reserved."

- i. Client may, at its option and according to the terms of the ESI standard price list, obtain a Disaster Recovery Software Subscription to support replication of an active, source server to one or more redundant ("Target") servers which may be placed in use to support disaster recovery or fail-over activities. A Disaster Recovery Software Subscription is required for each Target server. A Disaster Recovery Software Subscription may be used to operate an "in production" instance of the Software only when the source server is inactive or inoperable; only one Instance of the Software shall be active at any one time. Client is not required to obtain additional subscriptions for Software plug-ins, modules or interfaces installed on a redundant non-production Instance.
- m. Permitted uses of WebEOC Fusion Software vary from the terms set forth in subsection (a) through (l) of this Section 6; in the event Client has purchased WebEOC Fusion Software, this subsection 6(m) shall apply: Client may install and place in production one (1) copy of WebEOC Fusion Software on one (1) source server and one (1) target server. Client may make one (1) copy of the WebEOC Fusion Software for back-up or archival purposes, or Client may install a second copy of the WebEOC Fusion Software on a second Machine if only one (1) copy of the WebEOC Fusion software is in use at any one time. There is no limit to the number of the Subscription Instances of WebEOC Fusion Software® (or number of WebEOC Fusion Software clients) which may be connected by a single instance of WebEOC Fusion Software, provided that (i) only the Client of the WebEOC Fusion Software has administrative privileges and administrative access to the WebEOC Fusion Software and (ii) the Client has paid to ESI all applicable connection fees.
- n. A high-speed Internet connection is required for proper transmission of the Client Data into the Hosting Services and Software. Client, at its sole cost and expense, is solely responsible for procuring and maintaining the network connections that connect the Client network to the Hosting Services and Software, including, but not limited to, "browser" software that supports protocols used by ESI, and to follow procedures for accessing services that support such protocols. ESI is not responsible for notifying Client and its Users of any upgrades, fixes, or enhancements to any such software or for any compromise of data, including Client Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated, or controlled by ESI. ESI assumes no responsibility for the reliability or performance of any connections as described in this subsection.
- o. Client and its Users agree to not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Software and Hosting Services available to any third party, other than authorized Users in furtherance of Client's Internal Business Purposes expressly permitted by this Agreement; (ii) use the Software and Hosting Services to process data on behalf of any third party other than Client; (iii) modify, adapt, or hack the Software and Hosting Services, or otherwise attempt to gain unauthorized access to the Software and Hosting Services or related systems or networks; (iv) falsely imply any sponsorship or association with ESI, (v) use the Software and Hosting Services in any unlawful manner, including but not limited to violation of any person's privacy rights; (vi) use the Software and Hosting Services to send unsolicited or unauthorized junk mail, spam, pyramid schemes, or other forms of duplicative or unsolicited messages; (vii) use the Software and Hosting Services to store or transmit files, materials, data, text, audio, video, images, or other content that infringes on any person's intellectual property rights; (viii) use the Software and Hosting Services in any manner that interferes with or disrupts the integrity or performance of the Software and Hosting Services and its components; (ix) attempt to decipher, decompile, reverse engineer, or otherwise discover the source code of any software making up the Software and Hosting Services; (x) use the Software and Hosting Services to knowingly post, transmit, upload, link to, send, or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (xi) use the Software and Hosting Services to store or transmit any

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"protected health information" as that term is defined in U.S. 45 C.F.R. 160.103 or "personal data" as that term is utilized in the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); (xii) use the Software and Hosting Services to knowingly post, transmit, upload, link to, send, or store any viruses, malware, trojan horses, time bombs, or any other similar harmful software; or (xiii) try to use, or use the Software and Hosting Services in violation of this Agreement.

7. **Protection of Software.** Client agrees to take all reasonable steps to protect the Software and Documentation from unauthorized copying or use. The Software source code represents and embodies trade secrets of ESI and/or its third-party licensors. The Software source code and embodied trade secrets are not licensed to the Client. Client agrees not to disassemble, decompile or otherwise reverse engineer the Software, use reflection or other mechanism to view, interpret, translate or try to understand the structure of the Software, or otherwise attempt to discover the source code and/or the trade secrets contained in the source code, and Client will not allow third parties to do so. Client may not, nor allow third parties to, modify or alter the Software in any way.
8. **Confidentiality. Intentionally Omitted/Items addressed in Goods and Services Contract**
9. **Proprietary Interests.** The Software and Documentation, and all copies thereof, shall remain the exclusive property of ESI and/or its third-party licensors. All applicable rights to copyrights, trademarks, logos, patents and other intellectual property shall remain vested in ESI and/or its third-party licensors. Client shall not claim, register, alter or modify, any interest in such copyrights, trademarks, patents or other intellectual property, nor shall Client nor attempt to do any of the foregoing. Client shall not translate any of the ESI trademarks into any other language or alphabet. Notwithstanding the foregoing, Client shall always have title to data input and output arising out of the use of the Software, and any computer programs developed by or for Client using output of the Software as input to another source, and which do not include any logic and code of the Software, and such shall remain the exclusive property of the Client. Client acknowledges and agrees that ESI may seek equitable relief at any time to remedy a violation or threatened violation of the restrictions set forth herein regarding the use and protection of the Software and Documentation.
10. **Copying of Documentation.** Client may make as many copies of the Documentation as necessary for Client's internal purposes, provided the Client shall not modify or alter the content or appearance of the Documentation, modify or alter the appearance of any ESI trademark or logo in the Documentation, or eliminate any references to ESI, WebEOC or other ESI Software in the Documentation and provided that the Client shall reproduce and distribute the ESI copyright and notices page contained in the Documentation with all such copies and maintain the confidentiality of the copies and destroys or returns such copies in accordance with Section 8 (Confidentiality) above.
11. **Support Services.** During the Term of this Agreement and provided Client is not in violation of this Agreement (including, without limitation, paying for the Subscription Fees), ESI will provide Support Services (all as further defined in Exhibit B hereto; Exhibit B is herein incorporated and made part of this Agreement by this reference) for the Software during the Standard Business Hours consisting of the following: (i) ESI will use reasonable efforts to maintain the Software to comply with the applicable Documentation in all material respects, and (ii) if and when made generally available through Support Services to ESI's other customers receiving Support Services, providing subsequent releases and versions of the Software for use consistent with ESI's then current policies. All Software Updates received by Client shall be subject to the terms of this Agreement. Support Services shall not include, and ESI shall not be responsible for, failures of the Software to perform consistent with the Documentation, specifications, requirements and other details set forth in Exhibit A or any subsequent amendments or quotes hereto in all material respects resulting from or caused by Client, Client's hardware and equipment, Client's connection to the Software, third party service providers, including, without limitation, communications services providers, or otherwise disclaimed elsewhere in this Agreement.
12. **Hosted Services.** During the Term of this Agreement and provided Client is not in violation of this Agreement, ESI will provide Hosted Services, as set forth in Exhibit D hereto, for the Software during the Standard Business Hours. Exhibit D is herein incorporated and made part of this Agreement by this reference.



13. **Consulting Services.** ESI will perform the Consulting Services set forth in any Exhibit or Statement of Work between the Parties in accordance with the terms within the applicable Exhibit and/or Statement of Work, for the Fees for such professional services as set forth in such Exhibit or Statement of Work. Each attachment for Consulting Services will include details that: (A) best utilizes the Consulting Services purchased and/or (B) identifies the date of achievement of mutually agreed to milestones tied to the deployment of the Subscription(s) and/or Service(s).
14. **Warranty. Intentionally Omitted/Items addressed in Goods and Services Contract**
15. **Disclaimers.**
- 15.1** TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING THE WARRANTIES CONTAINED IN GOODS AND SERVICES CONTRACT, ESI DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND/OR ACCOMPANYING DOCUMENTATION. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY ESI OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS SHALL CREATE A WARRANTY, AND CLIENT IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. ESI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR FREE OF ERRORS.
- 15.2** THE SOFTWARE AND ANY SERVICES THERETO ARE NOT COMPLIANT WITH THE REQUIREMENTS OF THE HIPAA.
- 15.3** The Software is an information management application. The software is not fault-tolerant and is not designed, manufactured, or intended for use or resale in hazardous environments that require fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, emergency response, terrorism prevention or response, life support or weapons systems (collectively "High Risk Activities"), the failure of which could lead to death, personal injury, or severe physical or environmental damage. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ESI EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. Client agrees to indemnify, defend and hold ESI, and its affiliates, officers, directors, employees, agents, subcontractors, licensors, successors, and assigns harmless from and against any and all liability, losses, claims, expenses (including attorneys' fees), demands or damages of any kind, including direct, indirect, special, punitive, incidental, or consequential damages, arising out of or in connection with the Client's use of the Software for High Risk Activities.
16. **Fees and Payment Terms. Intentionally Omitted/Items addressed in Goods and Services Contract**
17. **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY EXHIBITS OR ATTACHMENTS HERETO AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ESI (INCLUDING ITS AFFILIATES) SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY EXHIBIT, QUOTES OR ORDERS HEREUNDER (HOWEVER ARISING, UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT OR STRICT LIABILITY), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, LOSS OF RIGHTS OR SOFTWARE OR SERVICES AND/OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY INFORMATION OR DATA OR OF THE SOFTWARE OR SERVICES, EVEN IF ESI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. SUBJECT TO THE FOREGOING AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, FOR THIS AGREEMENT AND EACH QUOTE FOR SOFTWARE OR SERVICES HEREUNDER, IN NO CASE SHALL ESI'S (INCLUDING ITS AFFILIATES) MAXIMUM AGGREGATE LIABILITY DURING ANY TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT (THE FIRST OF WHICH



SHALL COMMENCE ON THE EFFECTIVE DATE OF THIS AGREEMENT) UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNTS ACTUALLY PAID TO ESI BY CLIENT PURSUANT TO THIS AGREEMENT DURING SUCH TWELVE (12) MONTH PERIOD (EXCLUDING TRAVEL EXPENSES). THE PARTIES UNDERSTAND AND AGREE THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT REPRESENTS A REASONABLE ALLOCATION OF RISKS, AND EACH PARTY EXPRESSLY CONSENTS TO SUCH ALLOCATION. ESI SHALL HAVE NO LIABILITY OF ANY KIND IN THE EVENT CLIENT'S RECORDS OR OTHER DATA SUBMITTED FOR PROCESSING ARE LOST OR DAMAGED.

18. **Termination.** *Intentionally Omitted/Items addressed in Goods and Services Contract*
19. **Indemnification.** *Intentionally Omitted/Items addressed in Goods and Services Contract*
20. **Export Controls.** Client acknowledges that the Software and Documentation are subject to United States export laws. Client shall not, nor shall Client authorize or permit its directors, employees, consultants, independent contractors or other persons, to export, re-export, disclose or otherwise provide the Software and/or Documentation to any country unless an appropriate license, exemption or authorization has been obtained from the U.S. Government. Client expressly agrees that Client shall not export, re-export, barter, or otherwise provide or disclose the Software and Documentation, in whole or in part, to: (a) any country covered by any United States trade embargo; (b) any person listed on the United States Department of Treasury's list of Specially Designated Nationals; (3) any person or entity listed on the United States Department of Commerce Denied Persons List; (4) any person or entity listed on the United States Department of Commerce Unverified or Entity Lists; (5) any person or entity listed on the United States Department of State Debarred List; or (6) any person or entity where such export, re-export, barter, disclosure or provision violates United State export control law or regulation. Client represents and warrants that neither it nor its directors, employees, consultants, nor any other persons or entities who may gain access to the Software and Documentation through the Client, are persons or entities subject to such U.S. export controls. Client agrees to defend, indemnify, and hold harmless ESI from and against any claim, loss, liability, damage or expense, including fines or legal fees incurred by ESI with respect to any of Client's export or re-export activities contrary to the foregoing instructions.
21. **U.S. Government Rights.**
- a. If Client is an agency, department, or other entity of the United States Government ("Government"), or funded by the United States Government, Client's use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Documentation, technical specifications, or any related materials of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies, Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies and the equivalent regulations for the Department of Energy. The use of the Software and Documentation is further restricted in accordance with the terms of this Agreement, or any modification thereto.
 - b. The Software and Documentation are commercial computer software and commercial computer software documentation. Client shall ensure that each copy used or possessed by or for the Government is labeled with the following: "Manufacturer is ESI Acquisition, Inc., 235 Peachtree Street NE, Suite 2300, Atlanta, GA 30303. ALL RIGHTS RESERVED. PROPRIETARY PRODUCTS." For the purpose of any federal, state or local law, Client agrees that the Software and Documentation are trade secrets and proprietary commercial products of ESI and/or its third-party licensors and are not subject to disclosure.
22. **General Terms and Conditions.**
- a. **Entire Agreement; Waiver.** *Intentionally Omitted/Items addressed in Goods and Services Contract*
 - b. **Governing Law.** *Intentionally Omitted/Items addressed in Goods and Services Contract*
 - c. **Assignment.** *Intentionally Omitted/Items addressed in Goods and Services Contract*
 - d. **Change in Subcontractors.** *Intentionally Omitted/Items addressed in Goods and Services Contract*
 - e. **Interpretation.** *Intentionally Omitted/Items addressed in Goods and Services Contract*
 - f. **Force Majeure.** *Intentionally Omitted/Items addressed in Goods and Services Contract*
 - g. **Independent Contractors.** *Intentionally Omitted/Items addressed in Goods and Services Contract*
 - h. **No Licenses.** There are no licenses to the Software, express or implied, granted or provided under this Agreement. Neither party shall exceed the scope of the Subscription granted hereunder. ESI reserves all rights not specifically granted to Client.

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)**Contract 6533203**

- i. Notice Intentionally Omitted/Items addressed in Goods and Services Contract
- j. Severability. Intentionally Omitted/Items addressed in Goods and Services Contract
- k. No Third-Party Beneficiaries. ESI and Client agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.
- l. Headings. The headings used in this Agreement, Exhibits, Quotes and Statements of Work are solely for convenience and shall not be considered in its interpretation.
- m. Authorized Signer. Each party represents that the person signing this Agreement and any Exhibit, Statement of Work or Quotes hereto has been properly authorized and empowered to execute and deliver this Agreement and any Exhibit, Statement of Work or Quotes hereto on behalf of such party. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by ESI
- n. Incorporation by Reference. Any Attachments to this Agreement and any Exhibit, Statement of Work or Quote now existing and hereafter executed or issued that are made pursuant to this Agreement shall be deemed to be part of this Agreement and are incorporated into this Agreement by reference.
- o. Amendments. Except as otherwise provided herein or in an applicable Exhibit, Statement of Work or Quote, this Agreement and any Exhibit, Statement of Work or Quote may be changed or modified only in a written document signed by duly authorized representatives of both parties.
- p. Counterparts/Duplicate Originals. This Agreement and any Exhibit, Statement of Work or Quote may be executed by the parties in one or more counterparts or duplicate originals, and each of which when so executed shall be an original, but all such counterparts shall constitute one and the same document.
- q. Publicity/Use of Trademarks. ESI and Client herein agree to permit the occasional use of each other's name and logo as well as reference to this Agreement and the Services in their respective promotional advertising, press releases and public relations efforts. All such use will be only in a manner that reflects positively upon the other party. ESI may, without obtaining Client's prior written consent, place Client's name on a list of ESI's customers.
- r. Non-Solicitation. Client shall not, without ESI's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee (as defined herein) while such person is employed by ESI and for the 12-month period starting on the earlier of: (i) termination of such Restricted Employee's employment with ESI, or (ii) termination or expiration of this Agreement. "Restricted Employee" means any former or current employee of ESI or its Affiliates that provided services on behalf of ESI hereunder or that Client became aware of or came into contact with during ESI's performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the day and year set forth above. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by ESI.

End of the Agreement; Exhibits follow

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)

Contract 6533203

**1. Term of Hosted Services Subscription**

The Subscription to the Hosted Services for the Software identified forth on this Exhibit A shall commence on the and continue thereafter for a period not to exceed **Five (5) years (“the initial period”)**.

2. Subscription Software

The Subscription includes the following Software:

Number of Instance	Software
1	WebEOC Professional v9.12 with Juvare Exchange <ul style="list-style-type: none"> • Maps • Single Sign On • Board Data Manager • Premium Board Subscription • User Importer • Active Users • 1 Non-Production Environment • WebEOC Pro/Enterprise Alerts • 1000 Contacts (add on) • ArcGIS Extension (add on) • CAD integration (add on) • Crisis Track

The Subscription includes the following purchased “non-production” Instances for the identified purpose:

Number of Instance	Purpose
1	Development/testing of Software Updates prior to placing in production (internal use only)
-	Training (internal use only)
-	Disaster Recovery

3. Authorized Number of Users for WebEOC

Client may provide access to the following number of Administrators, Sub-Administrators, and Active Users, all authorized on a named and active user basis; does not include DesignStudio® User counts.

User Type	Qty of Users
Administrators	(Up to the Number of Authorized Active Users)
Sub-Administrators	-
Active Users	250 (inclusive of Administrators and Sub-Administrators)

4. DesignStudio®

User Type	Qty of Users
Users	5

5. Client Storage Capacity: 50 GB**6. Emergency Response Program**

Emergency Response Program has been purchased for Term:

Yes

No

/End of Exhibit A



EXHIBIT B TO WEBEOC SUBSCRIPTION AGREEMENT

DESCRIPTION OF SUPPORT SERVICES FOR THE SOFTWARE

Support Services for the Software shall include the following (in addition to what is stated in the Agreement):

- 1) **Telephone Assistance:** Client's "Support Contact" (as defined below) may contact the ESI's Support Center for telephone assistance to seek advice relating to the use of Hosted Services and/or to identify and work to provide a "workaround" for Software problems, if available. Telephone assistance for non-Emergency Support Services shall be available during Standard Business Hours.
- 2) **Problem Assistance:** Client may submit problem assistance requests for Software assistance via the published ESI's support escalation procedures. ESI will notify Client if any request is beyond the scope of this Agreement and is, therefore, subject to additional charges. Requests for problem assistance for non-Emergency Support Services shall be available during Standard Business Hours.
- 3) **Software Updates:** ESI will update the Software as such updates and future versions of the applicable Software are made generally available to other ESI clients receiving Support Services at no additional charge. Any training required by Client related to such Software Updates and subsequent versions of the Software are provided for an additional charge. ESI shall provide Client with Software Updates to the Software, except for modules, as such Software Updates become available. Software Updates may include correction releases (i.e. patches provided to correct software anomalies), point releases (i.e. modifications to current generation of software including enhancement and improvements), and level releases (i.e. new releases or new generation of software), but shall not include new products, modules or plug-ins released commercially by ESI as independently priced items. For Modules, ESI shall provide Client any Software Updates released by ESI to correct errors affecting the operation of the Module, whether such error is caused by the Module itself or by an error in the Software, and any Software Updates required to maintain compatibility with the Software. ESI shall not provide for any enhancements to the Module.

Process to Obtain Support Services. To obtain Support Services or telephone or problem assistance, Client's designated Support Contact (an assigned Administrator that has completed the Administrator training and is listed as the Support Contact for Client) may contact ESI's Support Center as pursuant to ESI's published support procedures. Such support procedures include contacting ESI's Support Center via telephone, email and, when required, remote session support during Standard Business Hours and during Non-Standard Business Hours.

"Routine" Support Services includes assistance with the use and configuration of the software; assistance with identification and resolution of errors or defects assistance with application and use of new releases; general support for Board Builder and boards built by ESI or an ESI-certified technician; and access to WebEOC best practices, community-use status boards, "help" resources and other content made available through <https://www.juvar.com/customers/technical-support>, a "client only" web forum. Support Services may be accessed by Client by calling the Support Center via (877) 771-0911 or by electronic mail at support@juvar.com (subject to updates and changes by ESI).

"Emergency" Support Services shall be available 24 hours per day, 365 days per year. Emergency telephone support includes any assistance needed by Client while Software is in use operationally, whether for actual incidents or exercises excluding assistance with GIS interfaces, mapping or products, which is licensed by a third-party vendor is available only during Standard Business Hours. Emergency Support Services may be accessed by calling the Support Center via (877) 771-0911 (subject to updates and changes by ESI).

Client may request performance of additional services by ESI. Such services shall be invoiced separately by ESI at ESI's then current rate for such services and Travel Expenses, if applicable.

Limitations on Support Services. ESI will provide Support Services for only the current version of any Software. Client is obligated to promptly implement all Software Updates, work arounds and error corrections provided by ESI.

Problems or Issues Not Covered by Support Services. The following issues/problems, and all issues or problems caused by the following, are not covered by Support Services:

1. Alterations to the Software not authorized by ESI;
2. Unless otherwise agreed in an Exhibit or Statement of Work hereto, customizations to the Software from consulting or professional services provided by ESI, including applications design or recommendations by Client;
3. Software problems created by Client negligence or fault or failure to comply with any specifications, policies, procedures or requirements for use of the Software, including, without limitation, those set forth in ESI's attached Terms & Conditions (Exhibit B-1);
4. Software problems caused by or related to a change in Client's service provider or internet access provider. Without limiting the generality of the foregoing, no reconfiguration of the Software due to a change in a service provider is covered under Support Services. Client should notify ESI prior to changing its service provider to enable ESI to provide configuration specifications to the new service provider. Any programming and configuration changes will be charged to Client at the then-current ESI's daily/hourly rates for such reconfiguration services;
5. Software problems that do not significantly impair or affect the operation of the Software;
6. Assistance with third party products; Training; Installation of plug-ins, boards or modules; API support; Board building; and
7. Client's failure to allow for the prompt implementation of Error corrections, Software updates, or any work-around provided or made available by ESI (including, without limitation and applicable at all times, implementation of more recently released, generally available versions or releases of the Software made available through Support Services that contain corrections to the relevant Error or where such Error does not occur when using such more recently released version or release of the Software).

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)

Contract 6533203



Client Responsibilities. Client agrees to limit its requests for Support Services after Standard Business Hours to occasions when the problem related to the Software is critical to Client's operation and cannot wait to be addressed until Standard Business Hours on the next succeeding Contractor business day.

/End of Exhibit B

**EXHIBIT B-1 TO WEBEOC SUBSCRIPTION AGREEMENT**

Terms & Conditions

Effective: 6/5/2019

Updated: 11/8/2021

Please read these Terms and Conditions (“Terms”) carefully. These Terms set forth the general terms and conditions governing the relationship between you, the user of our website, online platform and services, and us, Juvare, LLC (or any its commonly controlled affiliates (EMSystems LLC; ESi Acquisition, Inc.; Global Secure Systems Corp.; Collaborative Fusion, Inc.; Juvare Lithuania UAB; Juvare Asia Pacific Limited; Juvare Canada, Ltd.; Knowledge Center Enterprises, LLC; Liveprocess Corporation; Geoplant LLC) (collectively hereinafter “Juvare” or “we”). By using www.juvare.com, and other Juvare-related sites, including the mobile app (“App”), communications, content, capabilities and services (“Service” or “Services”) accessible on or by any top-level Juvare domain owned by us (the “Website”), you agree to these Terms, which will result in a legal agreement between you and Juvare. As a customer of the Service, you’re a “User” according to these Terms (or, “you”). If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to commit the entity to the Terms and the term “Customer” or “you” will refer to that legal entity.

If you are accessing the Juvare DesignStudio™, DesignStudio is only available for Juvare’s WebEOC® Enterprise or Professional customers with a paid, active subscription/license, and the non-Pro version DesignStudio version is limited to three (3) named active users at no additional cost; all use is subject to audit for compliance. If you require more than the included 3 users or want to purchase the DesignStudio Pro version, contact your Client Success Manager for pricing.

The Juvare Services are applications that provide incident management, volunteer management, resource management, patient tracking, mass notification, fleet tracking, and credentialing solutions that enhance preparedness, response, and recovery.

WHENEVER YOU VIEW, ACCESS, ENTER DATA INTO OR OTHERWISE USE THE JUVARE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF USE THAT ARE PUBLISHED HERE, INCLUDING THE AGREEMENT GOVERNING THE USE AND LICENSE BETWEEN JUVARE AND YOUR EMPLOYER OR A PARTY WITH WHICH YOUR EMPLOYER IS AFFILIATED FOR PURPOSES OF COORDINATING EMERGENCY SERVICES (THE “AGREEMENT”).



YOUR USE OF THE JUVARE SERVICES CONSTITUTES YOUR AGREEMENT TO ALL SUCH TERMS AND CONDITIONS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE, YOU MAY NOT VIEW, ACCESS, ENTER DATA INTO OR OTHERWISE USE THE JUVARE SERVICES.

The Juvare Services may include the provision of links to other websites (“Linked Sites”). The Linked Sites are not under the control of Juvare and Juvare is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Juvare is not responsible for webcasting or any other form of transmission received from any Linked Site. Juvare is providing these links to You only as a convenience, and the inclusion of any link does not imply endorsement by Juvare of the Linked Site or any association with its operators.

Some Juvare software applications and Services incorporate Google Maps as part of their Application Programming Interface (API). By agreeing to the terms and conditions of these Services, You also agree to the Google Maps/Google Earth Additional Terms of Service (located at https://www.google.com/help/terms_maps.html).

You may use the Services only if you: (1) are at least eighteen (18) years old and able to enter into contracts; (2) agree to these Terms; (3) maintain the accuracy of the information submitted to us; (4) are not based in Cuba, Iran, North Korea, Syria, or any other territory that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist-supporting” country; and (5) are not listed on any U.S. government list of prohibited or restricted persons.

By using the Service, you represent and warrant that you meet all the requirements listed above, and that you won’t use the Service in a way that violates any laws or regulations.

Juvare may refuse service and change eligibility requirements at any time.

As a condition of Your use of the Juvare Services, You represent and warrant to Juvare that You will not use the Juvare Services for any purpose that is unlawful or prohibited by these terms and conditions, and including, without limitation, the license agreement, the use agreement, all confidentiality obligations and obligations of intellectual property, and notices. You may not use the Juvare Services in any manner which could damage, disable, overburden, or impair the Juvare Services or interfere with any other party’s use and enjoyment of the Juvare Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Juvare Services.



You agree that you shall not:

- View or use any screen or function of the Juvare Services that is not necessary for your employer's or contractor's coordination of medical services or publication of health information;
- Access, modify, reproduce, publish, adapt, translate or create derivative works based on any part of the Juvare Services (including, without limitation, being bound by the confidentiality and ownership obligations set forth in the Agreement); and/or
- Commercially exploit, market, license or distribute access to or use of the Juvare Services.

The Juvare Services may contain messaging and communication functionalities designed to enable You to communicate with the public health and emergency services community at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Services. By way of example, and not as a limitation, You agree that when using a Communication Services, You will not:

- Make communications, including, without limitation, personal communications, unrelated to the interests of and business of Your employer;
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Transmit unsolicited, unwanted, or harassing communications (commercial or otherwise), including, but not limited to, phone calls, SMS or MMS messages, chat, voice mail, video, or faxes;
- Transmit any material that is, facilitates, or encourages libelous, defamatory, discriminatory, or otherwise malicious speech or acts to any person or entity, including but not limited to hate speech, and any other material that Juvare reasonably believes degrades, intimidates, incites violence against, or encourages prejudicial action against anyone based on age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, geographic location or other protected category; publish, post, upload, distribute or disseminate any offensive, inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consents;
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;



- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- Conduct or forward surveys, contests, pyramid schemes or chain letters;
- Download any file posted by another You of a Communication Service that You know, or reasonably should know, cannot be legally distributed in such manner;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Restrict or inhibit any other You from using and enjoying the Communication Services;
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service;
- Use the Communication Service in any manner that causes a telecommunications provider to complain about Your use or materially violates the following: (a) industry standards, policies and applicable guidelines published by (i) the CTIA (Cellular Telecommunications Industry Association), (ii) the Mobile Marketing Association, or (iii) any other generally recognized industry associations; (b) telecommunications provider guidelines and usage requirements;
- Harvest or otherwise collect information about others, including email addresses, without their consent or under false pretenses;
- Transmit, upload or insert any protected health information as regulated by the HIPAA, personally identifiable information, or personal data as may be regulated by the General Data Protection Regulation (aka GDPR) into the Juvare Services; and/or
- Violate any applicable laws or regulations.

Your participation in the Communication Services may be edited, censored, or otherwise controlled by Juvare; however, Juvare has no obligation to monitor the Communication Services.

Juvare reserves the right to review materials posted to a Communication Services and to remove any materials in its sole discretion. Juvare reserves the right to terminate Your access to the Juvare Services at any time without notice for any reason whatsoever. Juvare reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Juvare's sole discretion.

Juvare does not control or endorse the content, messages, or information found in any Communication Services and specifically disclaims any liability with regard to the



Communication Services and any actions resulting from Your participation in any Communication Services.

The Juvare Services could include technical inaccuracies or typographical errors. Juvare may make improvements and/or changes the Juvare Services at any time.

Modifications

It is critical that you keep your email contact information correct and updated with Juvare at all times. In addition, we encourage you to check back regularly to review these Terms at least once every thirty (30) days.

You can access Juvare via the Website and may register as a User of Juvare via the App free of charge. To register as a User and depending on the manner in which you access the Services, You may need to provide Your email address, and create a username and password to be used in conjunction with that email address.

Please use a strong password and limit its use to your account. You're responsible for maintaining the confidentiality of your account and restricting access to and any activity occurring in such account (other than activity that Juvare is directly responsible for that isn't performed in accordance with your instructions), whether or not you authorized that activity. You'll immediately notify us of any unauthorized access or use of your accounts. We're not responsible for any losses due to stolen or hacked passwords. We have the right to update any of your contact information in your account for billing purposes. In addition, you represent and warrant that all information you provide to us when you establish an account, and when you access and use the Service, is and will remain complete and accurate.

Feedback and Intellectual Property Rights

We own all proprietary rights in the Website, App and Service, including, but not limited to, patents, trademarks, service marks, trade secrets, copyrights, and other intellectual property rights. You will respect our proprietary rights in the Service.

Except for public domain material, the Website, App and Service is protected by intellectual property laws, including U.S. copyright laws. You are hereby granted a non-exclusive license to use the Content at the Website and App while connected to the Website and App (including, where available, to email individual Content to others directly from this site). You are also granted a limited license to print one copy of any Content posted at the Website, but only for Your personal use. Except as expressly provided above, all other rights are reserved. Among other things, except to the extent



required for the limited purpose of reviewing material on the Website, App, electronic reproduction, adaptation, distribution, performance or display is prohibited. Commercial use of any of the Content is strictly prohibited. Use of any of our trademarks such as metatags on other web sites also is strictly prohibited. You may not display the Website or App in frames (or any of the Content via in-line links) without our express written permission, which may be requested by contacting us through our feedback form.

You represent and warrant that you either own or have permission to use all of the material, content, data, and information (including your personal information and the personal information of others) you submit to Juvare in the course of using the Service or which Juvare retrieves or accesses at your direction or with your permission (“Content”).

You may provide or we may ask you to provide suggestions, comments, input or other feedback (“Feedback”) regarding the Service. If you provide us with any Feedback, you grant us a royalty-free, non-exclusive, worldwide, sublicensable, and transferable license to use, reproduce, publicly display, distribute, modify, publicly perform the Feedback or incorporate any such Feedback into our software, the Services, or our business operations. You understand that you will not receive any compensation for your Feedback, and that we may use any Feedback you provide to improve the Service or to develop new features and services.

Compliance with Laws

You represent and warrant that your use of the Service will comply with all applicable laws and regulations. You’re responsible for determining whether the Service is suitable for you to use in light of your obligations under any regulations, United States export control laws and regulations and economic sanctions laws and regulations (“U.S. Export Control Laws and Regulations”), or other applicable laws. If you’re subject to regulations and you use the Service, then we won’t be liable if the Service doesn’t meet those requirements. You may not use the Service for any unlawful or discriminatory activities, including acts prohibited by any applicable laws.

10DLC, SMS, MMS, and Short Code Terms of Service

When you opt-in to the Communication Services, we will send you an SMS message to confirm your signup. You can cancel this service at any time by texting “STOP” to the number which messaged you. After you send the message “STOP” to us, we will send you a reply message to confirm that you have been unsubscribed. After this, you will no longer receive messages from us. If you want to join again, just sign up as you did the first time and we will start sending messages to you again. Recipients subscribed to



receive notifications before November 1, 2019 shall be considered to have provided consent.

If at any time you forget what keywords are supported, just text “HELP” to the number which messaged you. After you send the message “HELP” to us, we will respond with instructions on how to use our service as well as how to unsubscribe.

If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at support@juvare.com.

We are able to deliver messages to the following mobile phone carriers:

Major Carriers: AT&T, Verizon Wireless, Sprint, T-Mobile

Minor Carriers: U.S. Cellular, Boost Mobile, MetroPCS, Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central, IL (ECIT), Cellular One of Northeast Pennsylvania, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viera Wireless, and West Central (WCC or 5 Star Wireless).

As always, Message and Data Rates may apply to you and your data plan or text plan for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

Alerts sent via SMS may not be delivered to you if your phone is not in range of a transmission site, or if sufficient network capability is not available at a particular time. Even without a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received and that your wireless carrier does not guarantee that alerts will be delivered. Carriers are not liable for delayed or undelivered messages.

Limitation of Liability

No Warranties



TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE PROVIDE THE SERVICE AS-IS. THIS MEANS THAT, EXCEPT AS EXPRESSLY STATED IN THESE TERMS, WE DON'T PROVIDE WARRANTIES, CONDITIONS, OR UNDERTAKINGS OF ANY KIND IN RELATION TO THE SERVICE, EITHER EXPRESS OR IMPLIED. THIS INCLUDES, BUT ISN'T LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMED AND EXCLUDED FROM THE TERMS. SINCE USERS USE THE SERVICE FOR A VARIETY OF REASONS, WE CAN'T GUARANTEE THAT IT'LL MEET YOUR SPECIFIC NEEDS.

Disclaimers

We aren't responsible for the behavior of any third parties, agencies, linked websites, or other Users, including third-party applications, products, or services for use in connection with the Service (each, a "Third-Party Integration"). Your use of any Third-Party Integration and rights with respect to such Third-Party Integration are solely between you and the applicable third party. We are not responsible for the privacy, security or integrity of any Third-Party Integration or the practices and policies of any Third-Party Integration. We make no warranties of any kind and assume no liability of any kind for your use of any Third-Party Integration.

General

The Terms shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to the principles of conflicts of law of that state or any other jurisdiction. You hereby consent to the exclusive jurisdiction and venue of the courts of the state of Tennessee or the courts of the United States located in Davidson County, Tennessee, and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of the Terms, including, without limitation, this paragraph. If any part of the Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in the Terms shall continue in full force and effect.

The Terms (and any other terms and conditions referenced herein) constitutes the entire Terms between you and Juvare with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Juvare with respect to the Website. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)

Contract 6533203



administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

For all questions about the services provided by this short code, you can send an email to support@juvare.com.

If you have any questions regarding privacy, please read the Juvare Privacy Policy, which is available via <https://juvare.com/privacy-policy/>.

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)**Contract 6533203**

EXHIBIT C TO WEBEOC SUBSCRIPTION AGREEMENT
FEES AND PAYMENT SCHEDULE

Year 1

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	Subscription - WebEOC 250 Users - includes Maps add on, Single Sign On, Board Data Manager, User Importer, Dashboards, Premium Board Subscription (which includes Inventory Management), Design Studio, One Non-Production instance, and Standard Implementation	\$77,185.00	1.00	\$77,185.00
101-S-CUSTOMANNUAL	Subscription - CAD Interface - Annual Subscription - One way interface from Motorola CAD system. Motorola is writing to Juvare Rest API & will provide 10 CAD fields to be integrated for upload into WebEOC boards by Juvare.	\$12,000.00	1.00	\$12,000.00
101-S-PEAB-1	Subscription - WebEOC Pro/Enterprise Alerts 1000 Contacts – SMS text, voice calls & Webhooks	\$6,000.00	1.00	\$6,000.00
101-S-AGIS-1	Subscription - ArcGIS Extension – bi-directional interface between ArcGIS and WebEOC	\$8,280.00	1.00	\$8,280.00
900-C-TRACK-DM	Subscription - Crisis Track Disaster Management (based on 500-750K population)	\$9,977.00	1.00	\$9,977.00
702-P-UPGRADED	Professional Services - WebEOC Enhancements Package - Upgraded – up to 270 Hours Professional Services time for WebEOC configuration	\$49,737.00	1.00	\$49,737.00
800-R-VWBT-1	Training Center – One Seat at Virtual WebEOC Bootcamp	\$1,500.00	3.00	\$4,500.00
702-T-TRAINING	Training Center - WebEOC Administrative Essentials Training	\$1,000.00	1.00	\$1,000.00
700-CT-OST	Crisis Track Onsite Training – one day	\$2,400.00	1.00	\$2,400.00
Year 1 Total:				\$171,079.00

Year 2

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	Subscription - WebEOC 250 Users - includes Maps add on, Single Sign On, Board Data Manager, User Importer, Dashboards, Premium Board Subscription (which includes Inventory Management), Design Studio, One Non-Production instance	\$47,785.00	1.00	\$47,785.00
101-S-CUSTOMANNUAL	Subscription - CAD Interface - Annual Subscription - One way interface from Motorola CAD system. Motorola is writing to Juvare Rest API & will provide 10 CAD fields to be integrated for upload into WebEOC boards by Juvare.	\$10,000.00	1.00	\$10,000.00
101-S-PEAB-1	Subscription - WebEOC Alerts – SMS text, voice calls & Webhooks	\$3,000.00	1.00	\$3,000.00
101-S-AGIS-1	Subscription - ArcGIS Extension – bi-directional interface between ArcGIS and WebEOC	\$5,280.00	1.00	\$5,280.00
900-C-TRACK-DM	Subscription - Crisis Track Disaster Management (based on 500-750K population)	\$9,977.00	1.00	\$9,977.00
Year 2 Total:				\$76,042.00

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)**Contract 6533203****Year 3**

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	Subscription - WebEOC 250 Users - includes Maps add on, Single Sign On, Board Data Manager, User Importer, Dashboards, Premium Board Subscription (which includes Inventory Management), Design Studio, One Non-Production instance	\$47,785.00	1.00	\$47,785.00
101-S-CUSTOMANNUAL	Subscription - CAD Interface - Annual Subscription - One way interface from Motorola CAD system. Motorola is writing to Juvare Rest API & will provide 10 CAD fields to be integrated for upload into WebEOC boards by Juvare.	\$10,000.00	1.00	\$10,000.00
101-S-PEAB-1	Subscription - WebEOC Alerts – SMS text, voice calls & Webhooks	\$3,000.00	1.00	\$3,000.00
101-S-AGIS-1	Subscription - ArcGIS Extension – bi-directional interface between ArcGIS and WebEOC	\$5,280.00	1.00	\$5,280.00
900-C-TRACK-DM	Subscription - Crisis Track Disaster Management (based on 500-750K population)	\$9,977.00	1.00	\$9,977.00
Year 3 Total:				\$76,042.00

Year 4

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	Subscription - WebEOC 250 Users - includes Maps add on, Single Sign On, Board Data Manager, User Importer, Dashboards, Premium Board Subscription (which includes Inventory Management), Design Studio, One Non-Production instance	\$47,785.00	1.00	\$47,785.00
101-S-CUSTOMANNUAL	Subscription - CAD Interface - Annual Subscription - One way interface from Motorola CAD system. Motorola is writing to Juvare Rest API & will provide 10 CAD fields to be integrated for upload into WebEOC boards by Juvare.	\$10,000.00	1.00	\$10,000.00
101-S-PEAB-1	Subscription - WebEOC Alerts – SMS text, voice calls & Webhooks	\$3,000.00	1.00	\$3,000.00
101-S-AGIS-1	Subscription - ArcGIS Extension – bi-directional interface between ArcGIS and WebEOC	\$5,280.00	1.00	\$5,280.00
900-C-TRACK-DM	Subscription - Crisis Track Disaster Management (based on 500-750K population)	\$9,977.00	1.00	\$9,977.00
Year 4 Total:				\$76,042.00

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)**Contract 6533203****Year 5**

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	Subscription - WebEOC 250 Users - includes Maps add on, Single Sign On, Board Data Manager, User Importer, Dashboards, Premium Board Subscription (which includes Inventory Management), Design Studio, One Non-Production instance	\$47,785.00	1.00	\$47,785.00
101-S-CUSTOMANNUAL	Subscription - CAD Interface - Annual Subscription - One way interface from Motorola CAD system. Motorola is writing to Juvare Rest API & will provide 10 CAD fields to be integrated for upload into WebEOC boards by Juvare.	\$10,000.00	1.00	\$10,000.00
101-S-PEAB-1	Subscription - WebEOC Alerts – SMS text, voice calls & Webhooks	\$3,000.00	1.00	\$3,000.00
101-S-AGIS-1	Subscription - ArcGIS Extension – bi-directional interface between ArcGIS and WebEOC	\$5,280.00	1.00	\$5,280.00
900-C-TRACK-DM	Subscription - Crisis Track Disaster Management (based on 500-750K population)	\$9,977.00	1.00	\$9,977.00
Year 5 Total:				\$76,042.00

Contract Total for 5 years plus any applicable taxes	\$475,247.00
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Fees (further to Quote No. Q-09814, dated February 1, 2023): Upon payment of the following Fees pursuant to the Payment Schedule below, the following Subscription(s) shall be made available for use and access by Client and its Users on a SaaS Subscription basis for the Term set forth in the Agreement and all use of the Software shall be governed by the Agreement:

Payment Schedule

For purposes of this Exhibit C, ESI shall invoice, and Client shall pay, the amounts set forth below according to below payment schedule:

- (i) The Year One Fees set forth above in the amount of **\$171,079.00 USD** (plus applicable taxes) shall be invoiced by ESI to Client upon ESI's receipt of this Agreement (executed by Client);
- (ii) Subsequent annual charges as set forth above shall be invoiced by ESI to Client so that such amounts are due and payable prior to the commencement of each applicable year; and
- (iii) No travel is expected to be performed by ESI pursuant to this Exhibit C.

All charges in this Agreement are exclusive of taxes and Travel Expenses incurred by ESI in the performance of services and are in addition to any charges set forth in any other Statement of Works or Addenda or Quotes to the Agreement or in the Agreement. All invoices are due and payable thirty (30) days from the date of the invoice and interest fees/late charges (as provided in the Agreement) shall apply to any invoiced amounts not paid within the time periods provided in this Exhibit C or in the Agreement.

If Client is tax exempt, Client shall be responsible for providing all necessary documentation to show such tax-exempt status to ESI or to the taxing entity.

Work cannot be started and dates for services cannot be secured until the applicable initial payment has been received by ESI.

Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid for 90 days from the date of Quote date.

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)

Contract 6533203



Notwithstanding anything to the contrary in this Exhibit C and the Agreement, Client has 60 days from execution of this Agreement by Client to permit ESI to implement the Subscription provided hereunder into production. Should Client fail to permit ESI to implement the Subscription into production within such 60-day period, all unpaid amounts set forth above shall be immediately due and payable by Client to ESI and the implementation shall be deemed complete as of the end of such 60-day period. Client may then provide ESI written notice when Client is ready to implement the Subscription. ESI shall not have any obligations for warranties applicable to the Subscription, Software and services, if any, provided hereunder, and Support Services for such Subscription, shall not apply to issues experienced by Client, to the extent caused by Client's use of such Subscription prior to ESI's completion of the implementation of the Subscription.

/End of Exhibit C



EXHIBIT D TO WEBEOC SUBSCRIPTION AGREEMENT
HOSTED SERVICES

1. Definitions. For the purposes of this Exhibit, the following words have the meaning set forth below:
 - a. **"Hosted Services"** means the installation and management of specified software applications in the Juvare Cloud shared environment on behalf of a ESi customer and exclusively for the benefit of permitted users of the Software.
 - b. **"Hosted System"** means the combination of hardware, software and networking components used by the application service provider to deliver the Hosted Services.
 - c. **"Juvare Cloud"** means the shared hardware environment for the purpose of hosting and maintaining software and data on behalf of ESi's customers; may also be referred to as the application service provider or the "ASP."All other capitalized terms in this Exhibit D shall have the same meaning set forth in the Agreement, except where otherwise stated in this Exhibit.

2. Scope of Services. ESi shall provide the following services to address the Software hosting needs:
 - a. ESi shall provide Hosted Services to Client according to the provisions set forth in the Agreement and this Exhibit. ESi shall notify Client promptly upon creation of Hosted Services account and provide Client with all information required to access such account. ESi, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified subcontractor.
 - b. ESi shall provide and maintain the facilities, hardware, and networking components as it sees fit to provide access to the Juvare Cloud for the benefit of Client.
 - c. ESi shall perform, at its convenience and after notice to Client, scheduled updates of the Juvare Cloud as ESi or its hosting subcontractor sees fit. Such updates shall be scheduled to enable the simultaneous update to all of ESi-hosted customers.
 - d. ESi or its hosting subcontractors shall be entitled to perform, as needed, emergency security updates to the Hosted System to protect the Juvare Cloud or the subcontractor's hosted environment from newly identified and widespread threats to the internet or internet-based services posed by worms, viruses and Trojans, or to address other vulnerabilities, with little or no notice to Client.
 - e. ESi shall provide and maintain a redundant shared environment of the Juvare Cloud at a location that is geographically separated from its primary ASP Environment to ensure continuity of Software access and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at the primary location of the Juvare Cloud. Failover to the redundant shared environment of the Juvare Cloud is a manual process and service will be activated by ESi immediately upon notification of malfunction, unavailability or failure of primary shared environment of the Juvare Cloud.
 - f. ESi will notify (via ESi's Support Center) the Client of any planned service outages, i.e., for the purpose of performing Software updates or testing, or other inability to perform the services outlined in this Agreement.
 - g. ESi shall schedule, perform and maintain a duplicate ("backup") record of Client's data within the Juvare Cloud. ESi shall perform hourly SQL transaction log backups and daily full backups. Data backups are limited to SQL database server files (i.e., those files having a .mdf or .ldf file extension). Data backups shall be retained on-site for four weeks.
 - h. In addition to the Support Services pursuant to the Agreement and Exhibit B, ESi shall provide Client with Support Services for the Hosted Services which include assistance with problems related to the Juvare Cloud, data access, Hosted System access, or similar problems. Such Support Services for the Hosted Services may be accessible to Client via the same contact information provided to Client for Support Services; provided, however, services to be provided by ESi under this Exhibit and the Agreement do not include assistance with third party products; training; installation of plug-ins, boards or modules; API support; or board building; or repair or correction of errors, defects or other operational or performance defects caused by Software configuration, modification, enhancement or programming provided by any party other than ESi or an ESi-certified technician. Any professional services described in this Section 2(h), or services required to repair or correct the errors and defects described in this Section 2(h), shall be provided on a fee-for-services basis at rates consistent with the ESi published price list in effect at the time services are rendered.
 - i. Client may request performance of additional services by ESi. Such services shall be invoiced separately by ESi at the current published rate for labor and actual costs for materials and travel, if applicable.

3. Client Obligations

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)**Contract 6533203**

- a. The Client shall maintain, at Client's expense, a secure high-speed internet connection through which to access its hosted Software.
 - b. The Client shall appoint a designated point of contact and two alternate points of contact for its interactions with ESI. Client shall provide ESI with the name, job title, physical address, telephone number, facsimile number and electronic mail address for each of the contact persons. Client shall keep such contact information up-to-date and promptly notify ESI, in writing via electronic mail, of any changes.
 - c. The Client shall use reasonable security precautions in connection with the use of Services provided under this Agreement.
 - d. The Client is responsible for any and all use and access to the Hosted System and Hosted Services by its employees, agents, contractors and permitted users of the Software and Hosted Services.
 - e. The Client shall make best efforts to notify ESI in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid ESI with the planning of any scheduled outages.
 - f. The Client shall promptly notify ESI Support Center of any identified Hosted Services outage that impairs Client's access to the Software so that ESI may manually activate the redundant shared environment of the Juvare Cloud and immediately commence work to restore service to the primary shared environment of the Juvare Cloud.
 - b. The Client shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the Juvare Cloud for other customers.
4. Limitations on Use of Hosted Services.
- a. Client's usage of the Hosted Services in the Juvare Cloud is subject to capacity and performance constraints. Monthly active users do not equal maximum concurrent users. Concurrent user capacity will be variable based on Juvare Cloud load.
 - b. Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value or for no value by Client to any third party.
 - c. Hosted System and Hosted Services are provided to support the Software which is an information management tool. Hosted Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosted Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or the Juvare Cloud may lead to bodily injury, death or destruction of property.
 - d. Installation of Software applications in the Juvare Cloud is limited to the Software included in the Subscription to Client by ESI and Software supplied by ESI either as a component of the Hosted System or to support delivery of Hosted Services.
 - e. ESI shall only be responsible for performance of components of the Hosted System and Services under its control. ESI shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of Client to perform its obligations under this Agreement.
 - f. The warranties set forth in the Agreement shall be void if any breach of this warranty or failure of the hosting environment or Software is caused by unauthorized use, improper use or modification to Software made by Client or its authorized users.

/End of Exhibit D



EXHIBIT E TO WEBEOC SUBSCRIPTION AGREEMENT

STATEMENT OF WORK – Nashville-Davidson County Office of Emergency Management

This Statement of Work (“SOW”), dated January 3, 2023 (“SOW Effective Date”), is made by and between ESi Acquisition, Inc. (a subsidiary of Juvare, LLC and hereinafter referred to as “Juvare”) and Nashville-Davidson County Office of Emergency Management (“Client”). This SOW is governed by, incorporated into, and supplements the terms and conditions of that certain WebEOC Hosting Services Agreement (and/or other master agreement for services related to Juvare Software products licensed to Client) (the “Agreement” or “Agreements” as appropriate), by and between Juvare and Client. Unless defined herein, all capitalized terms shall mean as defined in the Agreements. This SOW shall be subject in all respects to the terms of the Agreements. In the event of any conflict between the terms of this SOW and the Agreements, the terms of this SOW shall govern for purposes of this SOW and the Services (as defined below) provided hereunder.

1.0 Services Overview

Juvare will provide Professional Service hours in the amount of 270 Hours. These hours are for the completion of the identified work below. Note that scope of work for board building will be determined by the number of hours remaining once Configuration and CAD Integration is completed.

- Configuration of standard WebEOC boards – for instance
 - incident reporting, event reporting,
 - resource requesting,
 - inventory management,
 - situation reporting,
 - after action reporting.
 - Configuration is to be defined as the use of WebEOC Administrative capabilities to configure groups, positions and permissions.
- CAD integration - One way interface from Motorola Premiere One CAD system. Motorola is writing to the Juvare Rest API & will provide 10 CAD fields to be integrated for upload into WebEOC boards by Juvare PS team. Juvare has no control over Motorola deliverables or the timeline by which they accomplish these deliverables.
- Subject to the hours remaining after Configuration and CAD Integration work is completed Juvare will build out the following boards and Report:
 - Daily Operations Board
 - Watch Officer Board
 - Special Events Board
 - OEM Incident Activity Report
- The scope of each board and report will determine whether the remaining hours are sufficient to complete the requested work. Example: Should there be 40 hours

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)

Contract 6533203



remaining, but the scope requested by the client would require 80 hours of work, we will advise the client of this deficit.



Client Responsibilities

- Client is responsible for ensuring all requirements have been gathered from their respective stakeholders.
- Client is responsible for defining requirements and conducting testing on these boards after the development work has been completed.
- Client Testing on completed development work must occur within two weeks of submission by Professional Services of the completed work.
- Client will be provided two opportunities to refine requirements after development has been completed.

2.0 Assumptions

- a) Client is not using Browser Compatibility Mode.
- b) Client can access WebEx for any remote meetings and validation.
- c) Client will provide a named Project Manager who will serve as the primary point of contact (“Client POC”) for ongoing project planning and project communications efforts.

Project Manager Name: Heidi Mariscal_____

Phone number: 615-880-2950_____

Email: Heidi.mariscal@nashville.gov_____

- d) Client will sign an Implementation Completion Form, provided by Juvare to Client, within 14 days of the completion of the Services by Juvare.
- e) The Services provided by Juvare under this SOW shall be conducted during Juvare’s standard business hours at the Fees set forth in this SOW (any Services that the parties agree will be provided outside Juvare’s standard business hours shall be subject to additional charges unless otherwise stated herein). Juvare’s standard business hours for this SOW are 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday (excluding holidays).
- f) Scheduling of resources and Services will be provided upon receipt of this signed SOW and, if required, a valid purchase order. The dates for the performance of all Services hereunder are subject to mutual written agreement of the parties.
- g) If Client requests that the project to be delayed for more than 30 calendar days once project schedule has been agreed upon, Client must notify Juvare in writing of such request. When Client is ready to reengage on project, written notice must be provided to Juvare. All project resources will be unassigned from the project at the time project is put on hold. At time of reengagement, Juvare will work with Client to determine a new, mutually agreeable project schedule. The original Juvare project team is not guaranteed to be available for the new project schedule.



- h) On-site Services by Juvare resources are not expected for purposes of this SOW. Should on-site Services be deemed necessary, all travel, living and out of pocket expenses (“Travel Expenses”) incurred by Juvare in the performance of Services hereunder shall be paid by Client to Juvare, shall be invoiced by Juvare on a monthly basis as incurred, and are due and payable by Client consistent with the terms applicable to other invoices pursuant to this SOW and the Agreement.
- i) Juvare shall not be obligated to provide any Services hereunder on or after one (1) year from the SOW Effective Date. Juvare will provide not more than two hundred seventy (270) man hours under this SOW. Any unused man hours of Services purchased by Client pursuant to this SOW will not be carried forward or available for use under other statements of work with Juvare, and no paid amounts will be refunded. A change request may be used to extend these Services prior to the expiration date; provided, however, such change request is not enforceable unless and until executed by both parties.
- j) Client shall provide Juvare with remote access to the Software thereto as a condition to the provision of all Services hereunder.
- k) Client is responsible for the creation, dissemination or modification of process documentation.
- l) Any additional man hours of Services required to be performed by Juvare as a result of Client’s failure to comply with its obligations hereunder, Client delays, or Client increases in the scope of Services under this SOW shall be invoiced to Client at Juvare’s then current rate for such Services (and such charges are in addition to the charges set forth below). All invoiced charges are due and payable pursuant to the payment terms set forth in this SOW (or, if none, then the terms of the Agreement).

3.0 Services Engagement

Your Juvare Project Manager will engage as follows:

- 3.1** Upon receipt of the purchase order from Client, the Juvare Project Manager will contact the Client POC to schedule a project kick-off call and schedule the dates for the Services (if onsite Services are required, such onsite Services and travel arrangements will be coordinated by the Juvare Project Manager with the Client POC).
- 3.2** Any project related calls will be scheduled through the Juvare Project Manager with the Client POC.
- 3.3** The Juvare Project Manager will provide the Client POC with the overall project timeline and provide email status updates.
- 3.4** Once the implementation is complete the Juvare Project Manager will coordinate a closeout call with the Client POC to finalize the engagement and send the Implementation Completion Form for signature by Client.



4.0 Delivery

Services will be deemed delivered 24 hours after completion of the Services. Client will have fourteen (14) calendar days from receipt to review and identify defects. Juvare shall perform the Services in a professional and workmanlike manner. Provided that Client provides Juvare with written notice within 14 days' of the date of performance of Services that fail to comply with the foregoing, Juvare shall re-perform such Services in compliance with this SOW at no additional charge; provided, however, delays or changes in scope will incur additional man hours of services by Juvare and such additional man hours of services shall be invoiced as set forth in this SOW. The remedies in this Section 5.0 shall be Client's sole and exclusive remedy, and Juvare's entire liability, for any failure of any Services to comply with this Section 5.0. In the event that the Client is responding to an ongoing emergency and has provided a written request for additional days to review the software, Juvare will work with the Client to determine a reasonable and mutually agreeable timeline.

5.0 Deliverables

The following Deliverable(s) (as defined below) are required as part of this Statement of Work.

Juvare shall own all right, title and interest in and to all inventions, improvements, developments, discoveries, marks, logos, know-how, trade secrets, notes, records, reports, drawings, designs, data, computer programs and all other works of authorship conceived, made, discovered or developed by Juvare or Juvare personnel in performing the Services, or provided or delivered to Client hereunder (collectively, "Deliverables"). Client is licensed to utilize such Deliverables solely for purposes of this SOW, and Client's use of the Deliverables is otherwise subject to all terms and conditions of the Agreement applicable to the Solution and Software. In addition, Juvare shall maintain all the ownership rights in its pre-existing intellectual property as well as the methods, business concepts and domain knowledge used to develop and create the Deliverables, as well as practices, policies and strategies observed and defined, including all intellectual property inherent therein and appurtenant thereto.

6.0 Juvare Contact Information

Sales	Professional Services	Business Solutions
David Kennedy Director, Business Development david.kennedy@juvare.com	Glenn Itliong Program Manager glenn.itliong@juvare.com	Oliver Oetterer Client Success Manager oliver.oetterer@juvare.com



7.0 Additional Terms and Conditions

- a) This SOW is valid for 90 days from the SOW Effective Date.
- b) Requests for modifications to this SOW after a signed SOW has been received will require a written change order similar to the Appendix A attached hereto and executed by both parties. Significant changes in scope may require a new or revised SOW, as well as additional expenses.
- c) Receipt by Juvare of this SOW executed by Client authorizes work to begin.
- d) Client requests to reschedule the Services once scheduled by Juvare are subject to a \$500.00 USD rescheduling fee in addition to any non-refundable Travel Expenses incurred by Juvare. Rescheduling will be subject to Juvare’s standard scheduling policies based upon available resources.
- e) Nothing contained herein obligates either party to enter into engagements beyond that stated herein.
- f) Notwithstanding participation by members of the Client’s user community in requirements development, payment or other project activities, Client rights and obligations under the EULA may not be transferred or assigned.
- g) This SOW, the Agreements, the EULA and any mutually agreed upon change order(s), set forth the entire agreement of Client and Juvare with respect to the Service and the Deliverables, if any, to be provided by Juvare hereunder and supersede any and all oral or written agreements or understandings between the parties, as to the subject matter of this Agreement or the applicable Addendum.
- h) CLIENT SIGNATURE BELOW INITIATES SCHEDULING OF WORK. ACTUAL START TIME WILL BE SUPPLIED AFTER SCHEDULING IS DETERMINED. CANCELLATIONS (IF AGREED UPON) WILL INCUR SERVICES PERFORMED AND TRAVEL EXPENSES INCURRED TO DATE.

8.0 Agreement of Parties

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives.

Nashville-Davidson County

ESi Acquisition, Inc. (“Juvare”)

Office of Emergency Management (“Client”)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A - WebEOC Subscription Agreement (Hosted Implementation)

Contract 6533203



Date: _____

Date: _____

1.1 APPENDIX A – Change Order

Change Number	Change Type	Description of Change	Requestor	Date Submitted	Date Approved	Status

Special Notes or Comments	
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Juvare Approvals

	Name	Signature	Date	Approved (Yes/No)
Juvare				
Juvare				

Client Approvals

	Name	Signature	Date	Approved (Yes/No)
Position				
Position				

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/library/2022/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY05.04.22.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 Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

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: ESi Acquisition, Inc.

Organization Officer Signature:  Robert Watson
0E27F82B03F74F5...

Name of Organization Officer: Robert Watson

Title: President and CEO

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).

Exhibit C – MISA Terms and Conditions

Contract 6533203

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.

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 provided and located on the Metro Government Network as part of a Service.
8. “Metro Government Network” means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. “Term” means the period during which this Agreement is in effect.

SECTION AST**Agent Security and Training**

- 1 **Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 **Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
- 3 **Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
 - 3.1 Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
 - 3.2 Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate, and approved.
 - 3.3 Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
 - 3.4 Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
 - 3.5 Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.
- 4 **Agent Training.**
 - 4.1 Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
 - 4.1.1 Appropriate identification and handling of client confidential Information;

Exhibit C – MISA Terms and Conditions**Contract 6533203**

- 4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;
 - 4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;
 - 4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).
 - 4.1.2** Education about the procedures for recognizing and reporting potential Information Security Incidents;
 - 4.1.3** Education about password maintenance and security (including instructions not to share passwords);
 - 4.1.4** Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);
 - 4.1.5** Education about workstation and portable device protection; and
 - 4.1.6** Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.
 - 4.1.7** Periodic reminders to Agents about the training topics set forth in this section.
- 4.2** Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:
- 4.2.1** Instructions on how to identify client confidential information.
 - 4.2.2** Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.
 - 4.2.3** Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.
 - 4.2.4** Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.
 - 4.2.5** Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.
 - 4.2.6** Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.
- 5 Agent Sanctions.** Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

SECTION AV

Protection Against Malicious Software

- 1 **Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.

- 2 **Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

SECTION BU**Information Backup, Contingency Planning, and Risk Management****1 General.**

- 1.1** Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.
 - 1.2** Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.
 - 1.3** Contractor shall periodically, no less often than annually, test backup media by restoring Metro Government Information to a system similar to the original system where the Metro Government Information are stored. In lieu of testing Metro Government Information, Contractor may perform testing using a non-production data set which still exercises the backup media and restoration processes.
 - 1.4** Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.
 - 1.5** Contractor shall backup business critical information at a frequency determined by Metro Government business owner.
- 2 Storage of Backup Media.** Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commiserate with the security around the information. The backup media should be encrypted if the sensitivity of the information requires that level of security.
- 3 Disaster Recovery Plan.** Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.
- 4 Emergency Mode Operation Plan.** Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.
- 5 Testing and Revision Procedure.** Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.
- 6 Risk Management Requirements.** Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

SECTION CSP**Cloud Service Providers****1 Certifications and Compliance.**

- 1.1. Contractor will, on at least an annual basis, hire a third party auditing firm to perform a Statement on Standards for Attestation Engagements (SSAE) No. 18 audit, or equivalent audit, on internal and external Contractor procedures and systems that access or contain Metro Data.
- 1.2. Contractor shall adhere to SOC 2/SSAE 18 audit compliance criteria and data security procedures (or any successor report of a similar nature that is generally accepted in the industry and utilized by Contractor) applicable to Contractor. Upon Metro's request, Contractor will provide Metro with a copy of the audit results set forth in Contractor's SOC 2/SSAE 18 audit report.
- 1.3. Metro shall have the right to terminate this Agreement (together with any related agreements, including licenses and/or Statement(s) of Work) and receive a full refund for all monies prepaid thereunder in the event that the Contractor fails to produce an acceptable SSAE-18/ SOC-2 Type II report.
- 1.4. The Contractor will ensure that its environment is compliant with ISO 27001 standards. Upon written request, the Contractor must provide Metro with any documentation it requires for its reporting requirements within 10 days of a request.
- 1.5. Contractor agrees to comply with all applicable privacy laws.

2 Data Security. Metro data, including but not limited to data hosted, stored, or held by the Contractor in the Product(s) or in the platform operated by Contractor, or on any device owned or in the custody of Contractor, its employees, agents or Contractors, will be encrypted. Contractor will not transmit any unencrypted Metro Data over the internet or a wireless network, and will not store any Metro Data on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry-standard encryption software approved by Metro.**3 Use of Subcontractors.** The Contractor shall retain operational configuration and control of data repository systems used to process and store Metro data to include any or remote work. In the event that the Contractor has subcontract the operational configuration and control of any Metro data, Contractor is responsible for ensuring that any third parties that provide services to the Contractor meets security requirements that the Contractor has agreed upon in this contract.**4 Location of Data.** The Contractor shall maintain all data within the United States, which means the 50 States, the District of Columbia, and outlying areas. Upon request, the Contractor shall provide Metro with a list of the physical locations that may contain Metro data within 20 days with updates on a quarterly basis.**5 Personnel Access.** The Contractor will require all employees who will have access to Metro data, the architecture that supports Metro data, or any physical or logical devices/code to pass a standard criminal background investigation.**6 Asset Availability.**

- 6.1. The Contractor must inform Metro of any interruption in the availability of the cloud service as required by the agreed upon service level agreement. Whenever there is an interruption in service, the Contractor must inform Metro of the estimated time that the system or data will be unavailable. The Contractor must provide regular updates to Metro on the status of returning the service to an operating state according to any agreed upon SLAs and system availability requirements.
- 6.2. Subject to the terms of Contract 6533203 and accompanying attachments and exhibits, the Contractor shall be responsible for utilizing best practices in maintaining and ensuring continued compatibility and interoperability with Metro's systems, infrastructure, and processes for the term of the contract. In the event of an unavoidable compatibility and interoperability issue, the Contractor shall be responsible for providing timely notification to Metro and shall be responsible for working with Metro to identify appropriate remedies and if applicable, work with Metro to facilitate a smooth and seamless transition to an alternative solution and/or provider. Contractor shall not be responsible for compatibility and interoperability with Metro's systems, infrastructure, and process should Metro not be utilizing best practices and/or adhering to the terms of Contract 6533202 and accompanying attachments and exhibits.

7 Misuse of Metro Data and Metadata.

- 7.1. Subject to Contract 6533203 and accompanying attachments and exhibits and terms regarding Juvare Exchange ("JX"), and specifically excluding any and all data entered into JX by Metro, the Contractor shall not access, use, or disclose Metro data

Exhibit C – MISA Terms and Conditions

Contract 6533203

unless specifically authorized by the terms of this contract or a task order issued hereunder. If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Metro data shall only be for purposes specified in this contract or task order. Contractor shall ensure

Exhibit C – MISA Terms and Conditions**Contract 6533203**

that each of its employees and representatives, and any others (e.g., subcontractor employees) performing duties hereunder, shall, prior to obtaining access to any Metro data, sign a contract or task order specific nondisclosure agreement.

- 7.2. 7.1. Subject to Contract 6533203 and accompanying attachments and exhibits and terms regarding Juvare Exchange (“JX”), and specifically excluding any and all data entered into JX by Metro, the Contractor shall use Metro-related data only to manage the operational environment that supports Metro data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer. A breach of the obligations or restrictions may subject the Contractor to criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and any other appropriate remedies by any party adversely affected by the breach.

8 Data Breach and Incident Reporting.

- 8.1. The Contractor will submit reports of cyber incidents through approved reporting mechanisms. The Contractor’s existing notification mechanisms that are already in place to communicate between the Contractor and its customers may be used, as long as those mechanisms demonstrate a level of assurance, equivalent to the listed encrypted mechanisms, for the confidentiality and integrity of the information.
- 8.2. The Contractor will use a template format when reporting initial incidents by secure fax, telephonically, or by other electronic means. Initial reports may be incomplete. Reporting should balance the necessity of timely reporting (reports with critical information) versus complete reports (those with all blocks completed). Timely reporting is vital, and complete information should follow as details emerge.
- 8.3. In addition to the above, if the incident concerns a breach of PII or a potential breach of PII, the Contractor will report to the contracting officer’s designee within 24 hours of the discovery of any data breach. The Contractor shall provide Metro with all information and cooperation necessary to enable compliance by the Contractor and/or Metro with data breach reporting and mitigation actions required by applicable law, regulation, policy, and this contract.

- 9 **Facility Inspections.** The Contractor agrees to have an independent third party or other industry recognized firm, which has been approved by Metro, conduct a security audit based on Metro’s criteria as needed, but no more than once a year. The audit results and Contractor’s plan for addressing or resolving of the audit results shall be shared with Metro within 20 days of the Contractor’s receipt of the audit results. Contractor may provide ISO 27000 series certifications to satisfy this audit.

10 Law Enforcement.

- 10.1. The Contractor shall record all physical access to the cloud storage facilities and all logical access to Metro data where able. This may include the entrant’s name, role, purpose, account identification, entry and exit time.
- 10.2. In the event of a law enforcement action and if Metro data is co-located with the non-Metro data, the Contractor shall isolate Metro data into an environment where it may be reviewed, scanned, or forensically evaluated in a secure space with access limited to authorized Metro personnel identified by the Metro personnel.

- 11 **Maintenance.** The Contractor shall be responsible for all patching and vulnerability management (PVM) of software and other systems’ components supporting services provided under this agreement to prevent proactively the exploitation of IT vulnerabilities that may exist within the Contractor’s operating environment. Such patching and vulnerability management shall meet the requirements and recommendations of ISO 27001, with special emphasis on assuring that the vendor’s PVM systems and programs apply standardized configurations with automated continuous monitoring of the same to assess and mitigate risks associated with known and unknown IT vulnerabilities in the Contractor’s operating environment. Furthermore, the Contractor shall apply standardized and automated acceptable versioning control systems that use a centralized model to capture, store, and authorize all software development control functions on a shared device that is accessible to all developers authorized to revise software supporting the services provided under this agreement. Such versioning control systems shall be configured and maintained to assure all software products deployed in the Contractor’s operating environment and serving Metro are compatible with the existing Metro end user computing standards.

- 12 **Notification.** The Contractor shall notify Metro within 12 hours of any warrants, seizures, or subpoenas it receives that could result in the loss or unauthorized disclosure of any Metro data. The Contractor shall cooperate with Metro to take all measures to protect Metro data from any loss or unauthorized disclosure that might reasonably result from the execution of any such warrant, seizure, subpoena, or similar legal process.

- 13 **Supply Chain.** The Contractor is responsible for exercising due diligence to use genuine hardware and software products that are free of malware.

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Contract 6533203

- 14 **Service Level Agreements.** The Contractor shall work with Metro to develop a service level agreement, including defining roles, responsibilities, terms, and clear measures for performance by Contractor.

SECTION DMH**Device and Storage Media Handling**

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
 - 1.1** Access to the device or media shall require a password or authentication;
 - 1.2** The device or media shall be encrypted using Strong Encryption;
 - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
 - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.

- 2 Media Disposal.**
 - 2.1** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at <http://csrc.nist.gov/publications/PubsSPs.html>
 - 2.2** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
 - 2.3** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).

- 3 Media Re-Use.**
 - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
 - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

SECTION ENC

Encryption and Transmission of Information

- 1** Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3** Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.
- 4** If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** All other forms of Encryption and secure hashing must be approved by Metro Government.

SECTION IR**Incident Response**

- 1 Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:
 - 1.1** Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (c) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (d) preliminary impact analysis; (e) description and the scope of the incident; and (f) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced an Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.
 - 1.2** Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.
- 2 Incident Response.**
 - 2.1** Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.
 - 2.2** Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

SECTION LOG**Audit Logs**

- 1 **Audit Log Information.** The Product or Service will provide user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.).
- 2 **Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability, and integrity of Audit Logs.
- 3 **User Access Audit.** Upon Metro Government's request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.
- 4 **Audit Log Availability.**
 - 4.1 Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible online.
 - 4.2 If for technical reasons or due to an Information Security Incident, the online Audit Logs are not accessible by Metro Government or no longer trustworthy for any reason, Contractor shall provide to Metro Government trusted Audit Log information for the past 90 days within 2 business days from Metro Government's request.
 - 4.3 Contractor shall provide or otherwise make available to Metro Government Audit Log information which are 91 days or older within 14 days from Metro Government's request.
 - 4.4 Contractor shall make all archived Audit Logs available to Metro Government no later than thirty (30) days from Metro Government's request and retrievable by Metro Government for at least one (1) year from such request.
 - 4.5 Contractor shall agree to make all Audit Logs available in an agreed upon format.

SECTION PES**Physical and Environmental Security**

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 **Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 **Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 **Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
- 4 **Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.
- 5 **Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
 - 5.1 Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
 - 5.2 Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
 - 5.3 Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
 - 5.4 In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

SECTION VMGT**Contractor Managed System Requirements****1 Vulnerability and Patch Management.**

- 1.1 For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities through Security Patches. Unless otherwise requested by Metro Government, Security Patches shall be applied within fourteen (14) days from its release for Critical Security Patches, thirty (30) days for Important Security Patches, and twelve (12) months for all other applicable Security Patches. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products.
- 1.2 Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.
- 1.3 Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.
- 1.4 Government may monitor compliance of Contractor Managed Systems. Contractor agrees to allow Metro Government to check for Vulnerabilities during agreed upon times using mutually agreed upon audit methods.
- 1.5 Contractor shall use commercially reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement commercially reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

2 System Hardening.

- 2.1 Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 2.2 In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system.
- 2.3 Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with a Metro Government corporate timeserver in their respective Regional Information Centers (RDC).
- 2.4 For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 2.5 For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes.

Exhibit C – MISA Terms and Conditions**Contract 6533203****3 Authentication.**

- 3.1** Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2** Contractor agrees to require authentication for access to Sensitive Information on Contractor Managed System.
- 3.3** Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any Open Network (e.g., Internet, open wireless) by using Juvare Login Services directly or via identity provider federation (single sign on) with the Metro Government identity system. For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4** Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

4 Automatic Log off. Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 30 minutes of inactivity.

5 User Accountability. Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.

6 Information Segregation, Information Protection and Authorization. Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

7 Account Termination. Metro Government shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Metro Government will disable such user accounts as soon as administratively possible. User account management is the responsibility of Metro Government however the Juvare Support Center will assist authorized Metro Government administrators if needed.

8 System / Information Access.

- 8.1** Contractor and its Agents shall only access system, application, 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 Metro Government security controls.
- 8.2** Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

9 System Maintenance.

- 9.1** Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.
- 9.2** Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2023

1/12/2023

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 Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____														
INSURED 1482572 Juvare Holdings Inc. 235 Peachtree St NE, Suite 2300 Atlanta GA 30303	<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 : Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER C : Columbia Casualty Company</td> <td style="text-align: center;">31127</td> </tr> <tr> <td>INSURER D : Chubb Indemnity Insurance Company</td> <td style="text-align: center;">12777</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : Zurich American Insurance Company	16535	INSURER C : Columbia Casualty Company	31127	INSURER D : Chubb Indemnity Insurance Company	12777	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES Main **CERTIFICATE NUMBER:** 19254029 **REVISION NUMBER:** XXXXXXXX

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	N	36071150	5/8/2022	5/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	99508704	5/8/2022	5/8/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	56716084	5/8/2022	5/8/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	71835976	6/30/2022	5/8/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O/Cyber	N	N	651995465	5/8/2022	5/8/2023	\$10,000,000 Limit \$100,000 Retention
B	Management Liability			MPL 1800863-03	7/23/2022	7/23/2023	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE; RFQ/Contract Number 6533203.
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insured on the General Liability and Automobile Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION See Attachments

19254029 Purchasing Agent Metropolitan Government of Nashville and Davidson County Metro Courthouse Nashville TN 37201	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
--	---

CERTIFICATE OF LIABILITY INSURANCE

Page 2 of 2

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER E: Zurich American Insurance Company	16535
INSURER E:	
INSURER F:	
INSURER G:	

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
							OCC RETENTION	\$
E	D&O	N	N	MPL 1800863-03	07/23/2022	7/23/2023	OCC RETENTION	\$5,000,000 \$25,000
E	EPLI	N	N	MPL 1800863-03	07/23/2022	07/23/2023	OCC RETENTION	\$1,000,000 \$50,000
E	CRIME	N	N	MPL 1800863-03	07/23/2022	07/23/2023	OCC RETENTION	\$2,000,000 \$25,000
E	FIDUCIARY	N	N	MPL 1800863-03	07/23/2022	07/23/2023	OCC	\$1,000,000

FA Juvare Holdings LP – Named Insured Schedule

Named Insured Schedule is as follows:

- Juvare, LLC
- Juvare Holdings, Inc.
- Juvare Intermediate Holdings, Inc.
- FA Juvare Holdings L.P.
- FA Juvare Intermediate Holdings, Inc.
- Knowledge Center Enterprises LLC
- LiveProcess Corporation
- EMSystem, LLC
- ESi Acquisition, Inc.
- Collaborative Fusion, Inc
- Global Secure Systems Corp.
- Juvare Lithuania, UAB
- Juvare Asia Pacific Ltd (NZ)
- Juvare Canada Ltd.
- LD Consulting Ltd (AU)



Purchasing Agent Metropolitan Government of Nashville and Davidson County
Metro Courthouse
Nashville, TN 37201

Dear **Juvaré Holdings Inc.** certificate holder:

In an effort to meet demand for instant electronic delivery of certificates, Lockton Companies now provides paperless delivery of Certificates of Insurance. Thank you for your patience and willingness to help us lessen our environmental footprint.

To fulfill your certificate delivery, we need your email address. Please contact us via one of the methods below with your Holder ID number, email address, and phone number in the event we have any questions.

Your Holder ID number is 19254029.

- Email: Juvarcertrequests@lockton.com
- Toll-free automated phone service: 866-218-4018

If this certificate is no longer needed or valid, please notify us.

Thank you,

Lockton Companies

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



SS #: SS2023072

Date Received: Jan. 9, 2023

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

Proposed supplier MUST be Registered in iProcurement

Date: 01/09/23 Requesting Department/Agency/Commission: Office of Emergency Management

Requesting Official: Angela Roscoe Telephone #: 61882949 This is for a multi-year contract.

Product/Service Description: WebEOC software *Approval of Change*

Total Purchase (Enter the value for the entire contract life) Price: ~~\$450,000.00~~ \$475,247.00 *MLL* 2/14/2023 | 3:57 PM CST

BU Number: _____ Fund #: _____ Object Account: _____ Any Other Accounting Info: _____

Proposed Supplier: Juware

Proposed Supplier Contact: David Kennedy

Supplier Address: 235 Peachtree Street NE, Suite 2300

City: Atlanta ST: GA Zip: 30303

Supplier Telephone #: 678-490-4205

Supplier Email: david.kennedy@juware.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.

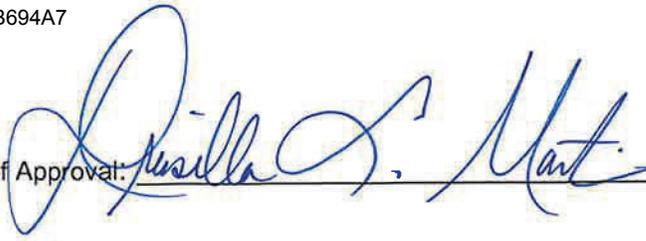
Other, see explanation below

If Other, Explain Request: This is a crisis information management system. It is used to help manage and capture emergency and disaster information. This is a widely used program among local, state and federal emergency management agencies and would allow us to connect with the other entities using WebEOC such as the Tennessee Emergency Management Agency. We are needing WebEOC because the interoperability is paramount to effective crisis management in Metro and with our state partners. This software will also help expedite federal funding documentation requirements. Juware is the only source of this software and is the only company to support and maintain the software. Please see the attached letter from Juware.

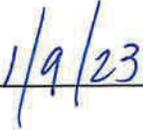
Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: 

Requesting Department Director's Signature of Approval:

A handwritten signature in blue ink, appearing to read "Rosella S. Marti", written over a horizontal line.

Date:

A handwritten date "1/9/23" in blue ink, written over a horizontal line.

A2023072

Rec. Jan. 9, 2023

SS2023072

SS #: _____

Jan. 9, 2023

Date Received: _____

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Contract

Sole Source is Approved for: _____

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

1/11/2023 | 5:30 PM

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** _____

Certificate Of Completion

Envelope Id: B15D40BBD090464096D991CE94F8B689	Status: Completed
Subject: Updated Sole Source Form - Juvare - SS2023072	
Source Envelope:	
Document Pages: 3	Signatures: 0
Certificate Pages: 15	Initials: 1
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	Holder: Procurement Resource Group	Location: DocuSign
2/1/2023 9:30:17 PM	prg@nashville.gov	
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
Michelle A Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro		Sent: 2/1/2023 9:31:47 PM Viewed: 2/6/2023 1:47:02 PM Signed: 2/14/2023 3:57:07 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Judy Cantlon
Judy.Cantlon@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 2/14/2023 2:29:04 PM
ID: f0b00cbf-5eac-4690-962a-c6ade848a7ec

COPIED

Sent: 2/14/2023 3:57:10 PM

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 12/26/2022 6:53:53 PM
ID: f39b7bb9-bb2b-47dd-b058-d2ecba0c41d3

COPIED

Sent: 2/14/2023 3:57:13 PM

Carbon Copy Events	Status	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/14/2023 3:57:15 PM Viewed: 2/14/2023 4:14:27 PM

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	2/1/2023 9:31:47 PM
Certified Delivered	Security Checked	2/6/2023 1:47:02 PM
Signing Complete	Security Checked	2/14/2023 3:57:07 PM
Completed	Security Checked	2/14/2023 3:57:15 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's™ web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's™ on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. **DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

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Subject: URGENT!!! Metro Contract 6533203 with ESI Acquisition, Inc (Office of Emergency Management (OEM))	
Source Envelope:	
Document Pages: 95	Signatures: 9
Certificate Pages: 18	Initials: 4
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: 170.190.198.190

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Signer Events	Signature	Timestamp
Gary Clay		Sent: 2/27/2023 4:01:11 PM
Gary.Clay@nashville.gov		Viewed: 2/27/2023 4:06:43 PM
Asst. Purchasing Agent		Signed: 2/27/2023 4:07:50 PM
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Drusilla.Martin@nashville.gov		Viewed: 2/28/2023 8:26:02 AM
Security Level: Email, Account Authentication (None)		Signed: 2/28/2023 8:26:30 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.88	

Electronic Record and Signature Disclosure:
Accepted: 2/28/2023 8:26:02 AM
ID: 73402837-e502-4ea2-aa33-d1ecf1c90636

Dustin Owens		Sent: 2/28/2023 8:26:39 AM
Dustin.Owens@nashville.gov		Viewed: 2/28/2023 9:56:44 AM
Security Level: Email, Account Authentication (None)		Signed: 2/28/2023 9:58:19 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.190	

Electronic Record and Signature Disclosure:
Accepted: 2/28/2023 9:56:44 AM
ID: 5e7913cc-d4dd-41eb-83d6-f59c48514906

Robert Watson		Sent: 2/28/2023 9:58:30 AM
robert.watson@juvare.com		Viewed: 2/28/2023 10:22:22 AM
CEO and President ESI Acquisition, Inc.		Signed: 2/28/2023 10:36:24 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 65.198.228.68	

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Phylinda Ramsey phylinda.ramsey@nashville.gov Security Level: Email, Account Authentication (None)	<i>Phylinda Ramsey</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/7/2023 3:38:50 PM Viewed: 3/7/2023 4:11:03 PM Signed: 3/7/2023 6:23:50 PM

Electronic Record and Signature Disclosure:
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Procurement Resource Group
prg@nashville.gov
Metropolitan Government of Nashville and Davidson County
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Terri L. Ray
Terri.Ray@nashville.gov
Finance Manager
Metropolitan Government of Nashville and Davidson County
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Sally Palmer
sally.palmer@nashville.gov
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Phylinda Ramsey
phylinda.ramsey@nashville.gov
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Jeremy Frye

jeremy.frye@nashville.gov

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(None)

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Accepted: 12/21/2022 1:49:31 PM

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Heidi Mariscal

Heidi.Mariscal@nashville.gov

Security Level: Email, Account Authentication
(None)

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Amber Gardner

Amber.Gardner@nashville.gov

Security Level: Email, Account Authentication
(None)

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David Kennedy

david.kennedy@juvare.com

Security Level: Email, Account Authentication
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Austin Kyle

publicrecords@nashville.gov

Security Level: Email, Account Authentication
(None)

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Terri Ray

terri.ray@nashville.gov

Security Level: Email, Account Authentication
(None)

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Angela Roscoe

angela.roscoe@nashville.gov

Security Level: Email, Account Authentication
(None)

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Cynthia Gross

Cynthia.Gross@nashville.gov

Security Level: Email, Account Authentication
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/27/2023 4:01:10 PM
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