MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 9, 2017

Department: Information Technology   **Agenda Planning Date:** Aug 3, 2017   **Time required:** 10

☐ Audio/Visual aids   N/A

Contact: Gary Christofferson   **Phone:** (503) 584-7744

Department Head Signature: DA Walt Byf

TITLE	Consider approval of an Information Technology Products and Services Contract with Journal Technologies, Inc. for a case management software system to support the District Attorney's Office.
Issue, Description & Background	In July 2016, the Marion County Finance Department collaborated with the Information Technology Department and the District Attorney's Office on a request for proposal (RFP) that solicited proposals for software to replace the District Attorney's existing case management software. A total of six proposals were received. One proposal was determined to be non-responsive. After a thorough review and evaluation of the five responsive proposals, Notice of Intent to Award to Journal Technologies, Inc. was issued on September 21, 2016. Contract negotiations resulted in the contract presented for approval.
Financial Impacts:	The total not to exceed value of this contract is $1,600,000.00 broken down as follows: Implementation Services - $130,000.00 Data Conversion - $30,000.00 Interface Development - Up to $180,000.00 Base Fee for Annual Licenses, Maintenance and Support - $116,000.00 (This fee is indexed to the Portland-Salem Consumer Price Index but will not rise by more than 5% in any year)
Impacts to Department & External Agencies	This software will have a public portal that is available to law enforcement agencies and defense attorneys.
Options for Consideration:	1) Approve the Information Technology Products and Services Contract with Journal Technologies, Inc. 2) Withhold approval of the Information Technology Products and Services Contract with Journal Technologies, Inc.
Recommendation:	Information Technology, District Attorney and Finance staff recommend approval of the Information Technology Products and Services Contract with Journal Technologies, Inc.
List of attachments:	1) Information Technology Products and Services Contract with Journal Technologies, Inc.
Presenter:	Gary Christofferson, Deputy Director of Information Technology

INFORMATION TECHNOLOGY PRODUCTS AND SERVICES CONTRACT
(Software and related Services)

This Information Technology Products and Services Contract (this "Contract") is entered into on the date of execution by and between the Marion County, a political subdivision of the state of Oregon, acting by and through its Information Technology Department ("County"), and Journal Technologies, Inc. a California corporation ("Contractor").

RECITALS

A.   County desires to engage a Contractor to provide Case Management System Replacement Software and Services to enable County to achieve specific business and County mission objectives defined in this Contract. To that end, County issued RFP # C25102-DA001-16 (the "RFP").

B.   Contractor is the successful proposer to the RFP and County desires to engage Contractor to deliver the Software and perform the Services.

C.   Contractor desires to deliver the Software to and perform the Services for County.

AGREEMENT

In consideration of the foregoing recitals and the mutual terms and conditions set forth below, County and Contractor agree as follows:

1.   DEFINITIONS.

"Acceptance" means written confirmation by County that Contractor has completed a Deliverable according to the Acceptance Criteria and accepted for purposes of interim payment. The term is distinct from "Final Acceptance".

"Acceptance Criteria" means the criteria for accepting Deliverables required by this Contract, including but not limited to all specifications and requirements in the Statement of Work, and the Performance Warranties set forth in Section 8.2

"Acceptance Tests" means those tests which are intended to determine compliance of Software and Services with the Acceptance Criteria of this Contract.

"Authorized Representative" means a person representing a party to this Contract who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Contract. Contractor's Authorized Representative is the person so identified in Exhibit C. County's Authorized Representative is the person so identified in Exhibit D.

"Confidential Information" is defined in Section 7.1.

"Contract" means all terms and conditions herein and all Exhibits attached hereto.

"Contractor Intellectual Property" means any intellectual property that is owned by Contractor and contained in or necessary for the use, or optimal use, of the Deliverables. Contractor

Intellectual Property includes Documentation, Work Product, and derivative works and compilations of any Contractor Intellectual Property. Contractor Intellectual Property does not include Third Party Software.

"County Intellectual Property" means any intellectual property that is owned by County. County Intellectual Property includes any derivative works and compilations of any County Intellectual Property.

 "Deliverables" means the Services and all Software that Contractor is required to deliver to County under this Contract, including Work Product.

"Delivery Schedule" means that attribute of the Statement of Work setting forth the completion date of each Milestone and the delivery date for each Deliverable.

"Documentation" means all documents, including documents that are Deliverables described in the Statement of Work and includes, but is not limited to, any and all operator's and user's manuals, training materials, guides, commentary, listings, requirements traceability matrices and other materials for use in conjunction with and for the operation of Software and Services that are to be delivered by Contractor under this Contract.

"Effective Date" means the date on which this Contract is fully executed and approved in according to applicable laws, rules and regulations.

"Final Acceptance" is defined in Section 2.3.2.

"Intellectual Property Rights" is defined in Section 10.2.

"Key Persons" means Contractor's Authorized Representative, the Project Manager and all other Contractor personnel designated as key persons in Exhibit C.

"Maximum Not-To-Exceed Compensation" is defined in Section 5.1.

"Milestone" means the completion date for a specific group of Tasks or Deliverables identified as a Milestone in the Statement of Work.

"Project Manager" means Contractor's representative who manages the processes and coordinates the Services with County's Authorized Representative to ensure delivery of the product or Service. Contractor's Project Manager is the person so identified in Exhibit C.

"Schedule of Deliverables" means that attribute of the SOW that describes each Deliverable, the measurable attributes of each Deliverable, Milestones with identification of the Services that are associated with them, and a planned completion date for each Milestone and Deliverable.

"Services Retention Amount" is defined in Section 5.3.

"Services" means all effort to be expended by Contractor as set forth in the Statement of Work and the License, Maintenance and Support Agreement including but not limited to delivery, installation, configuration, implementation (collectively "installation"), warranty, maintenance and support of the Software.

"Software" means the Software identified in Exhibit A-1, and all related Documentation, that Contractor will deliver to County, and is an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by Contractor, including Operating Software, Programming Aids, Application Programs, and Application Programming Interfaces.

"Statement of Work" or "SOW" means the document that is attached hereto as Exhibit A-1 and which describes each Task, Deliverable and Milestone, including the Schedule of Deliverables, the Delivery Schedule, the payment schedule for each Deliverable and Milestone, and any other items as agreed by the parties including amendments pursuant to section 17.15.

"Task" means a segment of the Services to be provided by Contractor under this Contract.

"Term" is defined in Article 4.

"Third Party Intellectual Property" means any intellectual property owned by parties other than County or Contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes Third Party Software, and derivative works and compilations of any Third Party Intellectual Property.

"Third Party Software" includes Software not published by Contractor or County and which is supplied by Contractor to County under this Contract.

"Warranty Period" means the period that begins on the date the Software is accepted, and continues for all periods during which Contractor's license, maintenance and support fees have been paid, or, if earlier, the date on which this Contract is terminated pursuant to Section 13.

"Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's subcontractors or agents (either alone or with others) pursuant to the Contract. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any County Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

2. SOFTWARE AND SERVICES.

2.1 PERFORMANCE AND DELIVERY.

    2.1.1 Contractor shall perform the Services and deliver the Deliverables according to this Contract, including the Acceptance Criteria and the Statement of Work.

    2.1.2 All Software to be supplied by Contractor shall be the most recent commercially available version unless otherwise expressly authorized by County.

    2.1.3 Contractor shall deliver the Software to County in a manner that is agreeable to both parties.

2.1.4 If applicable, Contractor shall have all publisher warranties covering the Software transferred to County at time of delivery at no additional charge. Contractor shall also furnish to County the details of the third party publisher warranties.

2.2 If this Contract requires County to provide any resources, and County fails to provide the requisite quality or quantity of such resources, or fails to provide such resources in a timely manner but for a period not to exceed 30 days, Contractor's sole remedy shall be an extension of the applicable delivery dates corresponding to the delay caused by County's failure. If County's failure to provide such resources exceeds thirty (30) days and Contractor can show to the reasonable satisfaction of County that County's failure has resulted in an unavoidable increase in the cost of the Services required for the Statement of Work, then Contractor shall be entitled to recover from County the reasonable amount of such increased costs. Contractor's right to delay applicable delivery dates may be exercised only if Contractor provides County with reasonable notice of County's failure and Contractor uses commercially reasonable efforts to perform notwithstanding County's failure to perform.

2.3 REVIEW OF SOFTWARE AND SERVICES / FINAL ACCEPTANCE

2.3.1 Contractor shall deliver Deliverables and complete Milestones as set forth in the Statement of Work by no later than the date or dates set for delivery in the Statement of Work. Projected delivery dates, both critical and non-critical, are set forth in the Statement of Work and shall be updated by the detailed project work plan mutually developed by the parties during implementation. All delivery dates are subject to County performing its responsibilities in a timely manner.

2.3.2 SOFTWARE INSPECTION. Contractor shall provide written notice to County upon full and complete delivery, installation, configuration and implementation of the Software as required by the SOW. Within thirty (30) business days after receipt of such notice, County shall perform Acceptance Tests as set forth in the SOW to determine whether the Software and Services meet Acceptance Criteria. If the Acceptance Tests establish that the Software and Services conform to the Acceptance Criteria, then County shall issue written notice to Contractor of final acceptance ("Final Acceptance") of the Software and Services. Final Acceptance does not release Contractor of its obligation to provide ongoing maintenance and support. . If County determines that the Software or Services do not materially meet the Acceptance Criteria, then the parties shall follow the process set forth in section 2.3.3 for nonconforming Deliverables.

2.3.3 If County determines that a Deliverable does not meet in all material respects the Acceptance Criteria, County shall notify Contractor in writing of County's rejection of the Software and Services, and describe in reasonable detail the nonconformance that forms County's basis for rejection of the Deliverable. Upon receipt of notice of non-acceptance, Contractor shall, within a fifteen (15) day period or such longer period as the parties may mutually agree, modify or improve the Software and Services at Contractor's sole expense so that the Deliverable meets, in all material respects, the Acceptance Criteria, notify County in writing that it has completed such modifications or improvements, and re-tender the Deliverable to County. County shall thereafter review the modified or improved Software and Services within fifteen (15) days of receipt of Contractor's re-delivery of the Deliverable. Failure of the Deliverable to meet in all material respects, the Acceptance Criteria after the second set of Acceptance Tests shall constitute a default by Contractor. In the event of such default, County may either (i) notify Contractor of such default and instruct Contractor to

modify or improve the Deliverable as set forth in this section 2.3.3, or (ii) notify Contractor of such default, in which case Contractor shall comply with section 2.4.

2.4 REMOVAL/REIMBURSEMENT. If the Software or Services are rejected, Contractor shall refund any Contract payments that have been made with regard to the Software or Services, and shall (at Contractor's sole cost and expense) remove the Software within seven (7) calendar days of receiving notice of rejection.

2.5 REMEDIES NOT EXCLUSIVE. No provision of this Article 2 precludes County from other remedies to which it may be entitled upon rejection.

2.6 Warranty Period Maintenance and Support.

2.6.1 Contractor shall, at no charge to County beyond annual license, maintenance, and support fees, furnish such materials and Services as shall be necessary to correct any defects in the Software and Services that prevent the Software and Services from meeting the Acceptance Criteria provided in the Contract. During the Warranty Period, Contractor shall provide maintenance and support of the Software consistent with Contractor's obligations as described in the License, Maintenance and Support Agreement attached hereto as Exhibit E.

3. CONTRACTOR'S PERSONNEL.

3.1 Project Manager. Contractor shall designate one of the Key Persons as Project Manager for the Services. The Project Manager shall be familiar with County's business operations and objectives as necessary for the successful completion of this Contract. The Project Manager shall participate with County in periodic review sessions and shall provide at County's request detailed progress reports that identify completed tasks and the status of the remaining Services as set forth in the Statement of Work.

3.2 Contractor's Employees and Subcontractors. Contractor shall not use subcontractors to perform the Services unless specifically authorized to do so by County. Contractor represents that any employees assigned to perform the Services, and any authorized subcontractors performing the Services shall perform the Services according to the warranties set forth in Article 8 of this Contract.

3.3 Key Persons. Contractor acknowledges and agrees that County selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's Key Persons identified in Exhibit C. Contractor's Key Persons shall not delegate performance of their powers and responsibilities they are required to provide under this Contract to another Contractor employee(s) without first obtaining the written consent of County. Further, Contractor shall not re-assign or transfer the Key Persons to other duties or positions such that the Key Persons are no longer available to provide County with their expertise, experience, judgment, and personal attention, without first obtaining County's prior written consent to such re-assignment or transfer, which County shall not unreasonably withhold or delayed. Notwithstanding the foregoing, Contractor may replace Key Persons without County's consent in the event any Key Persons are no longer available due to death, illness or termination of employment with Contractor. In the event Contractor requests that County approve a re-assignment or transfer of the Key Persons, or if Contractor must replace Key Persons due to death, illness or termination of employment with Contractor, County shall have the right to interview, review the qualifications

of, and approve or disapprove the proposed replacement(s) for the Key Persons. Any such replacement shall have substantially equivalent or better qualifications than the Key Person being replaced Any replacement personnel approved by County shall thereafter be deemed a Key Person for purposes of this Contract and Exhibit C shall be deemed amended to include such Key Person.

4. TERM.

4.1 Implementation Period. The implementation period of this Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. The implementation period will remain in effect until County's Final Acceptance as described in Section 2.3.2.

4.2 License, Maintenance and Support Period. The license, maintenance and support period is effective on the day of Go Live, as described in Exhibit E. The term of the license, maintenance and support period will be five (5) years from the Go Live date. The parties may extend the license, maintenance and support period for up to an additional four (4) years through a Contract amendment.

5. COMPENSATION.

5.1 Maximum Payment Amount. Notwithstanding any other provision of this Contract to the contrary, the maximum, not-to-exceed compensation that County will pay to Contractor is one million six hundred thousand dollars ($1,600,000.00) (the "Maximum Not-To-Exceed Compensation"), which includes payment for any allowable expenses for which Contractor may request reimbursement under this Contract.

5.2 Payments.

    5.2.1 Payment of Fixed Prices. Subject to the requirements of Sections 5.3 and 5.5, County shall pay to Contractor the fixed price for each Deliverable completed, delivered to and Accepted by County according to the Statement of Work.

    5.2.2 Maintenance / Support Services. Subject to sections 5.5 and 5.6, no later than thirty (30) days after Final Acceptance, Contractor shall invoice County for the annual fees for license, maintenance and support. Thereafter, Contractor shall, no later than thirty (30) days from the expiration of any license, maintenance or support period, invoice County for the next period of license, maintenance and support in accord with the pricing set forth in Exhibit A.

5.3 Retention Amount for Services. County shall in all events be permitted to hold back an amount (the "Services Retention Amount") of not more than ten percent (10%) of any amount that is payable by County to Contractor, other than amounts attributable to the license of the Software. County shall pay the then-accrued Services Retention Amount to Contractor within thirty (30) days following Final Acceptance.

5.4 Expenses. County will not pay or reimburse any expenses incurred by Contractor during the completion of the Service except as authorized in the Statement Work.

5.5 Invoices. County shall pay Contractor not more than once each month upon Contractor's submission of detailed invoices that set forth the Software and Services Finally Accepted by County. Such invoices shall comply with the requirements of Sections 5.2, 5.3, and 5.4 and shall identify the Software delivered and the Services completed and accepted by County for which Contractor seeks compensation and shall itemize and explain all authorized expenses for which reimbursement is claimed. Contractor shall request payment only for Deliverables Finally Accepted by County. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor shall submit invoices to County's Authorized Representative. County will have the right to review each such invoice for compliance with the requirements of this Section 5.5 and any other relevant provisions of this Contract. All payments to Contractor are subject to ORS 293.462.

5.6 Limit on Payments. Contractor shall not submit invoices for, and County shall not pay, any amount in excess of the Maximum Not-To-Exceed Compensation. If this maximum amount is increased by amendment of this Contract, pursuant to Section 17.15, the amendment must be fully effective before Contractor performs Services or delivers goods subject to the amendment. No payment will be made for any Services performed or Software delivered before the Effective Date or after termination of this Contract

6. OWNERSHIP AND LICENSE IN PRODUCT OR SERVICES.

6.1 Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to County pursuant to this Contract. Contractor grants County a license to Contractor Intellectual Property as set forth in Exhibit E.

6.2 Work Product. Contractor owns all Work Product. Contractor grants County a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Work Product, and to authorize others to do the same on County's behalf.

6.3 Third Party Intellectual Property. Unless otherwise specified in this Contract that County, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on County's behalf, in the name of County and subject to County's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in this Contract.

6.4 County Intellectual Property; Data and Background Information. County owns all County Intellectual Property and County data and background information provided to Contractor pursuant to this Contract. County grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of County Intellectual Property and County data and background information only to fulfill the purposes of this Contract. County's license to Contractor is limited by the term of the Contract and the confidentiality obligations of this Contract.

6.5 No Rights. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in any County Intellectual Property that is now owned or subsequently owned by County. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon County any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

6.6 Competing Services. Subject to the provisions of this Article 6, and Contractor's obligations with respect to Confidential Information, as defined in Article 7 nothing in this Contract shall preclude or limit in any way the right of Contractor to: (i) provide services similar to those contemplated in this Contract, or, consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables. Contractor shall be free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Contract free of any use restriction or payment obligation to the County.

6.7 Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Contract.

7.   CONFIDENTIALITY AND NON-DISCLOSURE.

7.1 CONFIDENTIAL INFORMATION. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to County or County's clients. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by County to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than County without the obligation of confidentiality; (e) is disclosed with the written consent of County; or (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

7.2 NON-DISCLOSURE. Contractor agrees to hold Confidential Information in confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties (other than its subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except according to this Contract, and that upon termination of this Contract or at County's request, Contractor will turn over to County all documents, papers, and

other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.

7.3 Identity Theft. In the performance of the Contract, Contractor may have possession or access to documents, records or items that contain "Personal Information" as that term is used in ORS 646A.602(11), including Social Security numbers. Personal Information is a type of Confidential Information that is highly sensitive and subject to additional protection. Therefore, prior to the receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, Contractor shall have in place, a formal written information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628.

  7.3.1 Contractor shall not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control under this Contract. Contractor shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Contractor shall not use, distribute or dispose of any Personal Information other than as expressly permitted by County, as required by applicable law, or as required by an order of a tribunal having competent jurisdiction.

  7.3.2 Contractor shall promptly report to County, as promptly as possible, any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal Information to which Contractor receives access, possession, custody or control in the performance of this Contract.

  7.3.3 Contractor shall require the compliance of its employees and agents with this section.

7.4 Security Policies.   Contractor at all times shall maintain security practices consistent with federal and state laws, regulations, and standards (including the Criminal Justice Information Services (CJIS) Security Policy in effect when this Contract is executed), as well as with policies and standards established by the CJIS Advisory Policy Board. Contractor shall, upon County's request, provide a written non-disclosure agreement and obtain such from Contractor's employees or subcontractors performing Services under this Contract, including the License, Maintenance and Support Agreement included as Exhibit E.

7.5 Injunctive Relief. Contractor acknowledges that breach of this Article 7, including disclosure of any Confidential Information, will cause irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and, if granted by a court of competent jurisdiction, obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of County and are reasonable in scope and content.

7.6 Publicity. Contractor agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of County.

8. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

8.1 GENERAL REPRESENTATIONS AND WARRANTIES. In addition to all other Contractor representations and warranties in this Contractor also represents and warrants to County that:

8.1.1 Contractor has the power and authority to enter into and perform this Contract;

8.1.2 This Contract, when executed and delivered, will be a valid and binding obligation of Contractor enforceable according to its terms;

8.1.3 Contractor warrants that the recommendations, guidance and performance of any person assigned under the Contract shall be in accordance with professional standards and the requirements of the Contract.

8.1.4 Contractor's performance under this Contract to the best of Contractor's knowledge creates no potential or actual conflict of interest, as defined by ORS 244, for either Contractor or any Contractor personnel that will perform the Services under this Contract.

8.2 CONTRACTOR'S PERFORMANCE WARRANTIES. Contractor represents and warrants to County that:

8.2.1 Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors perform the Services described in this Contract according to the highest standards prevalent across the industry or business community most closely involved in providing the Software or Services that Contractor is providing to County pursuant to this Contract.

8.2.2 Through the expiration of the Warranty Period, all product and Services delivered by Contractor to County shall materially conform to the Acceptance Criteria set forth in this Contract, including the Statement of Work and any Documentation provided by Contractor and shall be free from error or defect that materially impairs their use, and shall be free from defects in materials, workmanship and design.

8.2.3 Except as otherwise permitted or provided in this Contract including as provided in Article 6, all Software or Services supplied by Contractor to County shall be transferred to County free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind.

8.2.4 Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the product or Services to Contractor or County and no third party has any right, title or interest in any product or Services supplied to County under this Contract.

8.2.5 Contractor represent and warrants that it will maintain, operate and enforce, prior to the receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, an active and effective information security program to preserve the security and confidentiality of all Personal Information that is contained in any document,

record, compilation of information or other item to which Contractor receives access, possession, custody or control.

8.2.6 Contractor represents and warrants that, at the time of delivery and installation of the Software provided pursuant to this Contract and Statement of Work, those products shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Software, collect unlawful personally identifiable information on users, or prevent the Software from performing as required under the terms and conditions of this Contract. Notwithstanding the foregoing, this representation and warranty does not include a disabling device that limits, suspends or ends use of the Software expressly permitted by the terms and conditions by the license under which it was provided.

8.3 WARRANTIES EXCLUSIVE; DISCLAIMERS. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT COUNTY' S USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

8.4 The warranties stated above will not apply to the extent that there has been misuse (including, but not limited to, any use of the Software capacity or capability, other than that authorized by Contractor in writing), accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, improper maintenance by County or a third party, or failure or damage caused by a product for which Contractor is not responsible.

9. LIMITATION OF LIABILITY.

9.1 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA, PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES. FURTHERMORE, IN NO EVENT SHALL COUNTY'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT EXCEED, IN THE AGGREGATE,$1,600,000. EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO (i) SECTION 10.1, (ii) SECTION 10.2, (iii) ARTICLE 7 OR (iv) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL MISCONDUCT OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS, IN NO EVENT SHALL CONTRACTOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT EXCEED, IN THE AGGREGATE,$1,600,000.

10. INDEMNITIES.

10.1 GENERAL INDEMNITY. Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Contract to the extent same are caused by the negligence or willful misconduct of Contractor or its employees or agents.

10.2 IP INDEMNITY. In addition to and without limiting the generality of Section 10.1, Contractor expressly agrees to, indemnify, defend and hold County and its directors, employees and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the product or Services or use thereof infringe or violate any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If Contractor believes at any time that the product or Services infringe a third party's Intellectual Property Rights, Contractor may upon receipt of County's prior written consent, which County shall not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for County the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the Software continues to function in conformance with the Acceptance Criteria set forth in this Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract, and County may pursue any rights and remedies available to it under this Contract, including termination. Contractor shall not be liable under this Section 10.2 for any claim for infringement based solely on the following:

- County's modification of the Software other than as contemplated by this Contract or the Software specifications; or as otherwise authorized by Contractor in writing;

- Use of the Software in a manner other than as contemplated by this Contract or the Software's specifications; or, as otherwise authorized in writing by Contractor; or

- Use of the Software in combination or operation with other software other than as contemplated by this Contract or the Software's specifications; or, as otherwise authorized in writing by Contractor.

10.3 CONTROL OF DEFENSE AND SETTLEMENT. Contractor's obligation to indemnify County as set forth in Sections 10.1 and 10.2 is conditioned on County providing to Contractor prompt notification of any claim or potential claim of which County becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 10.1 or Section 10.2; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the County, nor purport to act as legal representative of County, without the approval of County, nor shall Contractor settle any claim on behalf of County without the approval of County. County may, at its election and expense, assume its own defense and settlement in the event that County determines that Contractor is prohibited from defending County, is not adequately defending County's interests, or that an important governmental principle is at issue and County desires to assume its own defense.

10.4 DAMAGES TO COUNTY PROPERTY AND EMPLOYEES. Contractor shall be liable for all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property of County or any of its employees caused by the negligence, whether by act or omission, or willful misconduct of Contractor or its officers, employees, subcontractors, or agents under this Contract.

10.5 Insurance. Contractor shall provide and maintain insurance as required by Exhibit B.

11. EVENTS OF DEFAULT.

11.1 DEFAULT BY CONTRACTOR. Contractor shall be in default under this Contract if:

11.1.1 Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within sixty (60) days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

11.1.2 Contractor no longer holds a license or certificate that is required for Contractor to perform the Services and Contractor has not obtained such license or certificate within thirty (30) business days after delivery of County's notice or such longer period as County may specify in such notice; or

11.1.3 Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the provisions of this Contract, or clearly manifests an intent not to perform future obligations under this Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) business days after delivery of County's notice or such longer period as County may specify in such notice.

11.2 DEFAULT BY COUNTY. County shall be in default under this Contract if:

11.2.1 County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or

11.2.2 County commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and County fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

12. REMEDIES FOR DEFAULT.

12.1 County's Remedies. In the event Contractor is in default under Section 11.1, County may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, which include, without limitation:

12.1.1 termination of this Contract under Section 13.2.1;

12.1.2 withholding all monies due for Services that Contractor is obligated but has failed to perform within thirty (30) business days after County has notified Contractor of the nature of Contractor's default;

12.1.3 with respect to Software and Services for which County has paid before Acceptance, returning the Software to Contractor for which County has paid in exchange for a return of all moneys previously paid for such Software and Services; and

12.1.4 initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.

12.2 REMEDIES CUMULATIVE. These County remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Section 11.1, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section 13.1.

12.3 CONTRACTOR'S REMEDIES. In the event County terminates this Contract as set forth in Section 13.1 or 13.2.1, or in the event County is in default under Section 11.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 13.5, Contractor's sole monetary remedy shall be a claim for (i) any unpaid invoices for Software delivered and Services satisfactorily provided; and (ii) for incomplete Deliverables an amount calculated by determining the percentage of Services completed on each unpaid Deliverable and applying that percentage to the price for the Deliverable set forth in the Statement of work, which amount shall not exceed the total amount for the Deliverable set forth in the Statement of Work, and authorized expenses incurred. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 12.3, Contractor shall pay any excess to County upon written demand.

13. TERMINATION. This Contract may be terminated under the following conditions:

13.1 By written mutual agreement of both parties. Termination under this provision may be immediate.

13.2 Upon termination for convenience by either party as follows:

13.2.1 Upon thirty (30) calendar days' written notice by County to Contractor of its intent to terminate.

13.2.2 Prior to the License Term (as defined in Exhibit E hereto), and upon thirty (30) calendar days' written notice by Contractor to County of its intent to terminate.

13.3 The County may terminate all or part of this Contract, at its sole discretion, for the following reasons:

13.3.1 If Contractor fails to provide Services, or fails to meet the performance standards as specified in this agreement (or subsequent modifications of this contract), within the time specified herein or any extension thereof, and, in each case, such failure results in or, in County's reasonable determination, will result in, immediate and material harm to County. Termination under this provision may be immediate.

13.3.2 If Contractor fails to start Services on the date specified by the County in this Contract or subsequent modifications to this Contract. Termination under this provision may be immediate.

13.3.3 Failure of Contractor to comply with all applicable federal, state, and local laws and rules, which failure is not corrected by Contractor within fifteen (15) days after delivery of

County's notice, may be cause for termination of this contract. During such fifteen (15)-day period, County shall be entitled to suspend the Contractor's performance of Services; provided that if this Contract is not terminated pursuant to this Section 13.3.3, any applicable delivery dates for the performance of Contractor's Services shall be deemed extended on a day-for-day basis for the number of days this Contract was suspended pursuant to this Section 13.3.3.

13.3.4 If County fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the Software or Services;

Such termination shall be without prejudice to any obligations or liabilities of either party accrued to such termination.

If this Contract is terminated by County, for reasons other than breach of contract, the County agrees to pay to Contractor all costs and expenses associated with Services satisfactorily provided to the effective date of termination.

13.4 COUNTY'S RIGHT TO TERMINATE FOR CAUSE. In addition to any other rights and remedies County may have under this Contract, County may terminate this Contract, in whole or in part, immediately upon Contractor's default under Section 11.1, giving effect to the cure periods described in Sections 11.1.1, 11.1.2, and 11.1.3, as applicable.

13.5 CONTRACTOR'S RIGHT TO TERMINATE FOR CAUSE. Contractor may terminate this Contract immediately upon County's default under Section 11.2.

13.6 RETURN OF PROPERTY. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to County all of County's property (including without limitation County's Confidential Information or any product or Services for which County has made payment in whole or in part) that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such County property is expressed or embodied at that time. Any property or product or Service returned or delivered to County pursuant to this Section shall be provided without the warranties set forth in Section 8.2, unless, with respect to product or Services, County has accepted the product or Service pursuant to Section 2.3.

14. INDEPENDENT CONTRACTOR; TAXES AND WITHHOLDING.

14.1 INDEPENDENT CONTRACTOR. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. Notwithstanding the preceding sentence, County reserves the right to determine the schedule for the work to be performed and to evaluate the quality of the completed performance. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for Services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law.   Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

14.2 DECLARATION AND CERTIFICATION. Contractor by execution of this Contract declares and certifies that (i) its performance of the Services creates no potential or actual conflict of interest as defined by ORS Chapter 244, for Contractor or any Contractor personnel who will perform Services under this Contract, and (ii) in the event that Contractor or its personnel are either employed by or performing services for the federal government, that no rules or regulations of the County for which Contractor or its personnel work or are employed prohibit Contractor or its personnel from providing the Services under this Contract. Contractor also declares and certifies by execution of this Contract that it is not an "officer," "employee," or "agent" of County, as those terms are used in ORS 30.265.

14.3 RESPONSIBLE FOR TAXES. Contractor shall be responsible for all federal and state taxes applicable to compensation and other payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation and payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

15. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

16. DISPUTE RESOLUTION.

16.1.   Both parties further agree to exercise their best efforts in good faith to resolve all disputes, which may include, prior to bringing any Claim pursuant to Section 16.2, meeting with each other, by telephone or in person at a mutually convenient time and location within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

16.2.   VENUE. Any claim, action, suit, or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

16.3 GOVERNING LAW. This Contract shall be governed by the laws of the State of Oregon.

17. MISCELLANEOUS PROVISIONS.

17.1.   ORDER OF PRECEDENCE. This Contract consists of the following documents that are listed in descending order of precedence: (a) the terms and conditions of this Contract, less its Exhibits; (b) the Statement of Work, attached hereto as Exhibit A; (c) the Statement of Work, attached hereto as Exhibit A-1; and (d) Exhibits B - G. The aforementioned Exhibits are by this reference incorporated in the Contract.

17.2 Reserved.

17.3   SUBCONTRACTS AND ASSIGNMENT. Contractor shall not enter into any subcontracts for any of the Services required by this Contract or assign or transfer any of its interest in this Contract without County's prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of County. County's consent to any subcontract or assignment shall be timely and not unreasonably withheld. County consent to a subcontract or assignment shall not relieve Contractor of any of its duties or obligations under this Contract. The assignment of this Contract, in whole or in part to a successor organization by merger or acquisition does not require the consent of the other. Contractor is also permitted to assign its rights to payments without obtaining County's consent.

17.4 SUCCESSORS AND ASSIGNS. Neither party may assign this Contract in whole or part without the prior written consent of the other party. Any attempt to assign this Contract without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Contract as an assigned asset or contract, shall not be considered an assignment for these purposes.

17.5 NO THIRD-PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

17.6 FUNDS AVAILABLE AND AUTHORIZED. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the Services identified, Contractor agrees to abide by any such decision including termination of Service. Contractor understands and agrees that, subject to Section 13.3, County's payment of amounts under this Contract is contingent on County receiving appropriations, limitations, or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

17.7. RECORDS MAINTENANCE; ACCESS. Contractor shall maintain all financial records and other records relating to its performance under this Contract according to generally accepted accounting principles and in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that County, the State of Oregon and the federal government and their duly authorized representatives shall have reasonable access, at their own cost and expense and only following reasonable notice to Contractor, to such records, in paper or electronic form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of three (3) years, or such longer period as may be required by applicable law, following termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

17.8. RESERVED.

17.9. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations and declarations set forth in Articles 5, 6, 7, 8, 9, 10, 12, 14, 15 and 16, and Sections 17.1, 17.4, 17.5, 17.7, 17.9, 17.12, 17.13, 17.17, 17.18, 17.19, 17.20 and 17.21.

17.10. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract for critical path Deliverables or Milestones as set forth in the Statement of Work.

17.11. FORCE MAJEURE. Neither County nor Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots or strikes. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

17.12. NOTICES. Any notice of termination or other communication having a material effect on this Contract shall be served as provided in Exhibit E.

17.13 SEVERABILITY. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, or invalid or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be illegal or in conflict with any law, invalid, or unenforceable.

17.14 COUNTERPARTS. This Contract may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

17.15. AMENDMENTS. Generally. This Contract may be amended, modified, or supplemented only by a written amendment signed by County and Contractor that has been approved by the Board of Commissioners. Any amendment that provides for additional Software or Services may only provide for Software or Services directly related to the scope of Software and Services described in the RFP, and no amendment shall be effective until all requisite signatures and approvals are obtained.

17.16. RESERVED

17.17. WAIVER. The failure of or delay by either party to enforce any provision of this Contract or the waiver of any violation or nonperformance of this Contract in one instance shall not constitute a waiver by the party of that or any other provision nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties and, with respect to County's waiver or consent all necessary Board of Commissioners approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

17.18. HEADINGS. The headings in this Contract are included only for convenience and shall not control or affect the meaning or construction of this Contract.

17.19. INTEGRATION. This Contract, including the attached Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract.

17.20. NO PARTNERSHIP. This Contract is not intended, and shall not be construed, to create a partnership or joint venture between County and Contractor. Nothing in this Contract shall be construed to make County and Contractor partners or joint venture participants.

17.21. PUBLICITY. Contractor agrees that it will not disclose the form, content or existence of this Contract or any product or Service in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with County or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by County or the State of Oregon of Contractor's Services, without the prior written consent of County.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED BEFORE NECESSARY COUNTY APPROVALS.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

_____
Chair   Date

_____
Commissioner   Date

_____
Commissioner   Date

Authorized Signature:_____
                    Information Technologies Department   Date

Authorized Signature: _____
                    District Attorney's Office   Date

Reviewed by Signature: _____
                    Marion County Legal Counsel   Date

Reviewed by Signature: _____
                    Marion County Contracts & Procurement   Date

JOURNAL TECHNOLOGIES, INC.

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES. Contractor shall perform all services as described in Exhibit A-1, attached herein and incorporated by this reference.

2. COMPENSATION. The maximum amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is $1,600,000.00.

    A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor the amounts specified for each of the following deliverables and goods for which County has issued written notice to Contractor of Final Acceptance in accordance with Section 2.3.2 of the Contract ("SOFTWARE INSPECTION"):

1. Implementation services to include expenses - $130,000.00
2. DACMS data conversion - $30,000.00
3. (a)   Mandatory Interfaces:
   - Task 25.2 - WebLEDS query generator - $20,000.00

    (b)   Optional Interfaces (upon County's issuance of notice to proceed):
   - Task 25.3 - Accounting Export - $20,000.00
   - Task 25.4 - Payment Processor for Online Payments - $10,000.00
   - Task 25.7 - Laserfiche Storage - $5,000.00
   - Task 25.12 - Witness Payment Information to FIMS - $10,000.00
   - Task 25.16 - Sheriff Photograph Interface and Display - $15,000.00
   - Task 25.18 - FIMS Personnel Information to eProsecutor - $10,000.00

    (c)   Optional Interfaces requiring third party cooperation (upon County issuance and, Contractor acceptance, of notice to proceed):
   - Task 25.8 - Case Initiation from Law Enforcement Agency (one interface to one law enforcement system) - $20,000.00
   - Task 25.10 - Open JJIS case information/documents - $15,000.00
   - Task 25.14 - State eCourt
     - State Court Document Filing - $10,000.00
     - Streamline access to case information and documents - $7,500
     - State Court Event Update - $7,500
   - Task 25.17 - Oregon DMV Photograph Interface and Display - $15,000.00
   - Task 25.19 - VINE Interface to eProsecutor - $10,000.00

4. The actual number of users will be used to calculate the annual fees. If the number of agency users increases (decreases), the annual eProsecutor fees, including an annual CPI adjustment, will be adjusted pursuant to the following schedule. User licenses, maintenance and support shall be billed based on the following table:

Table on following page

User Groups	Licenses	Per License	Cost for Group
1-50	50	$ 1,000	$ 50,000
51-100	50	800	40,000
101-200	100	700	70,000
201- 500	300	500	150,000

County has identified 105 named licenses to be in place at Go Live. Contractor will add 10% to the County's named licenses for unlimited use of eProsecutor Public Portal by the public and 20% for unlimited use by other governmental agencies. This results in an anticipated 137 user licenses at Go Live. This fee is subject to an annual increase of not more than the lesser of 5% or the most recent Consumer Price Index (CPI) for Portland-Salem prior to the annual billing.

B. BASIS OF PAYMENT FOR SERVICES. County shall pay Contractor all amounts due for Services completed and accepted by County and for goods delivered and accepted by County at the following milestones after County's approval of Contractor's invoice to County for those Services and goods:

- Items 1-3(a) in Section 2A, above may be invoiced at County's Final Acceptance of all implementation services.
- Items in 3(b) and 3(c) in Section 2A above may only be invoiced following County's issuance of notice to proceed, Contractor's performance and County's Final Acceptance
- Item 4 from Section 2A above will be billed prior to Go Live and annually thereafter

C. EXPENSE REIMBURSEMENT. County will not reimburse Contractor for any expenses under this Contract.

D. GENERAL PAYMENT PROVISIONS.

Notwithstanding any other payment provision of this Contract, failure of the Contractor to perform contracted Services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) business days after written notice is given by the County to the Contractor, and shall continue until the Contractor performs required Services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: Information Technology Department, Lauralee Probert
PO Box 14500
Salem, OR 97309

EXHIBIT A-1

STATEMENT OF WORK

Between

Journal Technologies, Inc.

and

Marion County, Oregon

July 10, 2017

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Track 1.   Introduction

Marion County has engaged Journal Technologies, Inc. to replace the County's existing case management software application with eProsecutor, a case management system developed by Journal Technologies, Inc. At the conclusion of this work, Marion County will have a fully functional case management system complete with data converted from the existing system.

This document contains the overall approach and Statement of Work (SOW) for the planning, configuration, data conversion, custom programming, training, and deployment activities.

The Statement of Work is an attachment to the Information Technology Products and Services Contract signed by Journal Technologies, Inc., herein referred to as "Contractor," and Marion County, herein referred to as "County," and all actions directed herein shall be performed in accordance with the Information Technology Products and Services Contract.

Task 1.1.   Scope

The purpose of this project is to replace the existing District Attorney Case Management system and convert all existing data into the new case management system.

Contractor's solution must meet all the requirements detailed within Attachment 1, SOW Requirements, and perform as described therein. The tasks within Track 25 include mandatory tasks and optional tasks.

Tasks 25.1 and 25.2 within Track 25 are mandatory and shall be performed by Contractor whose solution will meet all the requirements detailed within Attachment 1, SOW Requirements, and perform as described therein.

Tasks 25.3, 25.4, 25.7, 25.12, 25.16 and 25.18 within Track 25 are optional tasks ("Track 25 Optional Tasks") and will only be performed by Contractor upon County's issuance of written notice to proceed to Contractor. Contractor shall not perform work on Track 25 Optional Tasks unless written notice to proceed is received from the County Authorized Representative identifying the specific Optional Task within Track 25 that Contractor is to perform. County has the option to choose no task, a single task or any combination of tasks amongst the Track 25 Optional Tasks for Contractor to perform. Upon County's issuance of notice to proceed for an Optional Task, Contractor shall perform the task and Contractor's solution must meet all the requirements detailed within Attachment 1, SOW Requirements, and perform as described therein. Contractor may only bill for work performed on Track 25 Optional Tasks after County's issuance of notice to proceed, Contractor's performance, and County's Final Acceptance and only in accordance with the terms of the Contract. Contractor shall not bill County for Optional Tasks not assigned by County through written notice to proceed.

Tasks 25.8, 25.10, 25.14, 25.17 and 25.19 within Track 25 are optional tasks that require Contractor acceptance ("Track 25 Optional Accepted Tasks") and will only be performed by Contractor upon County's issuance of written notice to proceed to Contractor and Contractor's acceptance. Contractor shall not perform work on Track 25 Optional Accepted Tasks unless written notice to proceed is received from the County Authorized Representative identifying the specific Optional Accepted Task within Track 25 that Contractor is to perform and Contractor has accepted. County has the option to choose

no task, a single task or any combination of tasks amongst the Track 25 Optional Accepted Tasks for Contractor to perform. Upon County's issuance of notice to proceed for an Optional Accepted Task, and Contractor's acceptance, Contractor shall perform the task and Contractor's solution must meet all the requirements detailed within Attachment 1, SOW Requirements, and perform as described therein. Contractor may only bill for work performed on Track 25 Optional Accepted Tasks after County's issuance of notice to proceed, Contractor's acceptance, Contractor's performance, and County's Final Acceptance and only in accordance with the terms of the Contract. Contractor shall not bill County for Optional Accepted Tasks not assigned by County through written notice to proceed and Contractor's acceptance.

Additional configuration requirements will be identified and agreed to by Contractor and the County during the project as features are demonstrated. The new application(s) will be tested, accepted, and then moved into production. Full system documentation will be provided by Contractor.

This system is vitally important to the operations of the County as well as the service provided to many other governmental and public entities.

Task 1.2.   Definitions

All definitions contained in the Professional Services Agreement apply to this Statement of Work. Additional business, project management, or technical definitions are contained below. For any discrepancies found between the Professional Services Agreement and the Statement of Work, the Professional Services Agreement shall prevail.

1.2.1. "Artifact" shall be a document/item that was generated in project efforts and represents the record or product of that work. An artifact may include documentation, specifications, plans, or statements.

1.2.2. "Business Day" shall mean one regular 8-hour work-day occurring Monday through Friday as defined by the County's business calendar.

"Conference Room Pilot" shall mean a demonstration of the software solution onsite or remotely where participants can view operation of the software, have discussion, and optionally approve.

1.2.3. "Day" shall mean, unless otherwise noted, one calendar day.

1.2.4. "Deliverable" shall mean an artifact recording completion of a task or portion of a task as defined within a Statement of Work's Task's deliverables section.

1.2.5. "Failure" shall mean that a deliverable is not completed to the County's satisfaction.

1.2.6. "Go-live" shall mean that the new software system is fully ready and made available to use by the County in place of the legacy system.

1.2.7. "Integration" shall mean automation between two or more software applications, at least one of which is the Contractor's software. The integration shall appear seamless as a consistent user interface or augmenting existing functionality within the application(s).

1.2.8. "Interface" shall mean programmed interaction between two or more software applications to exchange data in one or more directions. This shall differ from integration in that the applications do not necessarily appear to have a consistent user interface.

1.2.9. "Issue" shall be any event or circumstance which currently adversely affects the ability of the project to be completed per previous plans.

1.2.10. "MCIT" shall mean the County's Information Technology Department.

1.2.11. "Onsite" shall mean the activity shall be conducted physically at County facilities.

1.2.12. "PM" shall mean Project Manager.

1.2.13. "Project Team" shall mean the group of County and Contractor personnel working on this project. The County project team shall be the County personnel and the Contractor project team shall be the Contractor personnel.

1.2.14. "Remote" shall mean the activity shall be conducted using teleconferencing technology.

1.2.15. "Sandbox" system will be used to demonstrate the "baseline" configuration. The County's existing and desired functionality will be compared to the "baseline" and the configuration tasks will be based on the differences.

1.2.16. "SME" shall mean Subject Matter Expert.

1.2.17. "Solution" shall mean a functional, computer-based District Attorney case management system consisting of software programs provided by Contractor and optionally the County. Where feasible, the solution shall operate on County servers, workstations, and related equipment.

1.2.18. "Track" shall mean a group of related Tasks in this Statement of Work.

Task 1.3.   Attachments

The following documents are attached and incorporated herein by this reference.

1.3.1. Attachment 1: SOW Requirements. List of requirements that will be addressed by this Statement of Work.

1.3.2. Attachment 2: SOW Reports. List of reports that will be addressed by this Statement of Work.

1.3.3. Attachment 3: SOW Documents. List of documents that will be addressed by this Statement of Work.

Task 1.4.   Goals, Objectives and Project Team

1.4.1. General Goals and Objectives

1. Configurability: Solution shall provide long-term functionality, including the flexibility and adaptability to change with new laws, rules, methods, and practices.

2. Automation: Solution shall automate processing of information to ensure accurate and timely output of, and access to, information to internal and external customers.

3. Integration: Solution shall consolidate and/or replace functions of existing non-integrated databases, documents, or other tools providing for the accurate distribution of information regarding cases.

4. Usability: Solution shall be useable by existing staff.

1.4.2. Implementation Service Objectives

1. Capability Replacement: Solution shall replace current business process applications without loss of functionality.

2. Process Improvement: Solution shall support requirements as listed in requirements attachment (with exceptions noted in Task 1.1, Scope). Solution shall reduce staff hours spent on manual business processes.

3. Service Enhancement: Solution shall improve timely accessibility of case information. Solution shall extend business process remotely into locations outside of the District Attorney office, including use at the Courts and/or outside of an office.

4. Quality Assurance: Solution shall provide flexible, simple management quality and performance assurance tools, improving reporting in all areas, grow the department's ability to manage with accurate information, allow robust ad-hoc reporting capabilities, and provide audit trails and internal controls for data changes.

1.4.3. Interface Development Service Objectives

Interfaces are listed in the attached requirements document, Attachment 1, and described further in the Interfaces Track (Track 25) within this Statement of Work. Details and assumptions regarding each interface will continue to be updated.

1.4.4. Data Conversion Objectives

Data Conversion shall address all legacy data associated with the District Attorney Case Management System (DACMS). The data conversion is a high priority and complete and accurate conversion is required. Data Conversion work is described further in the Data Conversion Track (Track 24).

1.4.5. Project Management Objectives

1. Implementation

    a.   Implement the application using a mutually agreed upon process of communication, testing, train.

    b.   Leverage off-the-shelf functionality to the extent practical to minimize risk associated with custom development work.

    c.   Tightly manage overall delivery of the statement of work to minimize timeline impact and testing risk.

2. Organizational Management

    a.   Assess and plan for the ongoing staffing needs necessary to maintain and operate the new system, including the knowledge, skills, and abilities of staff, and the number, training and timing of staffing resources.

    b.   Assess and plan for continued and uninterrupted service to existing customers.

    c.   Forecast and prepare for future and expanded customers and customers' use.

1.4.6. County's Objectives

1. Replace legacy applications.

2. Eliminate disparate systems supporting business processes.

3. Improve the normalization, reliability and accuracy of all data.

4. Automate processing to ensure quality of data and accurate/timely output of information to both internal and external customers.

5. Ensure successful knowledge transfer to the functional and technical support staff.

Task 1.5   Project Team

The project team shall be comprised of personnel from County and Contractor who are authorized to act on behalf of their respective party in terms of the work described herein. Key personnel working with contractor cannot be changed without a specific agreement with the County.

County shall be represented by: To be determined

Contractor shall be represented by:

- Project Manager
- Technical Leads
- Configurers

Track 2.   Project Management

This section describes the formal project management that will be followed. A formal project plan and schedule shall be generated by Contractor and submitted to County for review within twenty-eight (28) days of execution of this Contract. Contractor shall indicate on the project plan what activities and meetings will be conducted on site and which will be performed remotely. The project schedule shall target 12 months or fewer from start to finish. The approved project plan and schedule will be incorporated into this Contract through a contract amendment.

Task 2.1.   General Management

2.1.1. Scope Management

Project scope shall be directed by this Statement of Work and the maintained list of requirements (Attachment 1). Changes to the list of requirements shall follow the process in section 2.1.3.

2.1.2. Issue Management

Issue management shall ensure that any identified issues are documented, prioritized, and resolved within an appropriate time frame.
1. Identification: Once a PM identifies an issue it will be added to the project issue list managed by Contractor.
2. Review: The issue list will be reviewed by the project team in status meetings and a course of action and a person responsible for resolution determined for each issue.
3. Issues are tracked through resolution, appearing on status reports and remaining on the issue list. Resolved issues will be marked as resolved and remain on the list.

2.1.3. Change Management

Change Management shall apply whenever a requirement is changed, added, or removed with the approval of both Parties. The County and Contractor will be represented by the County and Contractor's respective project teams. The process below shall be followed:

1. Change Identification: The change is identified and described.
   a.   Changes outside the descriptions in this Statement of Work and Attachment 1 shall be communicated to project managers for review and determination whether contract amendment is needed. Changes within the scope of this Statement of Work will be communicated to project managers for review.
2. Review Change and Feasibility: County and Contractor PMs review the change and feasibility. Review will extend to County and Contractor project teams if desired.
3. Approve Change Order: County and Contractor PMs optionally approve the change and update requirements and/or plans.
4. Change Order Templates: Include the date, related task number(s), related requirements number(s) (or new requirement number), change

summary, reason for change, effect to cost, effect to schedule, and other impacts or related details.
5. Approved change orders for functionality outside the SOW and Attachment 1 will be incorporated into the Contract through contract amendments. No change orders will be considered complete until a contract amendment has been executed by the County and Contractor.

2.1.4. Communication Management

1. Project website.
   a. Contractor will create and maintain a website related to the project.
   b. County will assist Contractor in maintaining website related to the project.
   c. The website shall be accessible by the full project team and optionally all County staff.
   d. Project team shall have ability to read and add content to website.
   e. Website shall contain copies or links to all other communication items including, but not limited to:
      i. Meeting Minutes
      ii. Status Reports
      iii. Issues List
      iv. Risk Register
      v. Contractor Support System
      vi. Artifacts created during project (documentation, specifications, plans, etc.)
2. Meetings
   a. Monthly status meetings and other meetings will be hosted by Contractor via computer-based teleconferencing with screen-sharing ability as mutually agreed by County and Contractor.
   b. Weekly status meetings shall be conducted online with County and Contractor project team members.
   c. All meetings shall have minutes recorded and posted to the project web site. Minutes will be recorded by Contractor and provided to County for review and approval..
3. Status reports
   a. Contractor PM shall provide a detailed status report every two weeks. The status report shall include:
      i. High-level accomplishments.
      ii. High-level goals not met.
      iii. High-level needs from management.
      iv. Tasks worked on during the past reporting period.
      v. Open issues.
      vi. Goals and Tasks planned for the next 2 weeks.
      vii. Goals and Tasks planned for 4 weeks out.
      viii. Key agenda items for next project status meeting
      ix. Change orders
      x. Other comments

> b. The status report shall be posted to the project website and e-mailed to the County and Contractor project team members.
4. Issues list
> a. The Issues list shall be maintained on the project website. Open issues will appear on status reports.
5. Contractor Support System
> a. Contractor shall provide an online support system that allows for tracking support issues with Contractor's technical support staff. County project team members shall have access to the support system and will be identified by a login.

2.1.5. Procurement Management

Contract dollars will be paid as per the payment schedule in the contract. Any additional funds that are required to perform the contract must be approved through the formal change management process and contract amendment, requiring County and Contractor approval.

2.1.6. Personnel Management

Personnel with the required expertise shall be assigned to the project by the County and Contractor. If there are concerns with regards to the skill set, availability of personnel, inappropriate behavior, or any other concern, these issues should be handled by communicating with PMs and any applicable personnel's supervisor.

2.1.7. Quality Management

During the implementation, the entire project team shall monitor the project to determine if current processes are working or if corrective action is required. Project quality shall be a team effort where everyone's input is valuable and encouraged.

2.1.8. Schedule Management

The project plan records the tasks to be performed, the duration of time allotted for the tasks, and who is responsible for performing the task. The project plan shall be reviewed and accepted by the County project team. Changes will be handled through the change management process described above.

2.1.9. Risk Management

Risks will exist and potentially impose negative impact to the project scope, cost, or timing. A risk register shall be created on the project website separate from the issue list. The risk register shall record the following items at a minimum:

- Date identified
- Internal vs. external factor
- Author (who reported risk)
- Description of the risk and its impact on the project
- Likelihood (high, medium, low)
- Severity (high, medium, low)
- Description of the mitigation approach
- Status (open, closed)

2.1.10.   Project Closure

1. Contractor shall gather documentation and provide to the County the following:
   a.   Approved documents
   b.   Meeting minutes
   c.   Lessons learned
2. County shall create a lessons learned document based on feedback from County project team and optionally end-users.

Task 2.2.   General Responsibilities

2.2.1. Contractor Responsibilities

The list below describes Contractor's responsibilities that may not be listed elsewhere in this Statement of Work, during the implementation of this Project.

1. The Contractor PM shall manage the activities of Contractor staff.
2. Be responsible for Contractor tasks as outlined in this Statement of Work.
3. Comply with FBI Criminal Justice Information (CJI) System (CJIS) Security Policy, chiefly:
   a.   Ensure Contractor staff with unescorted (logical) access to CJI information from the County have submitted fingerprints to the County for backgrounds checks.
   b.   Ensure necessary Contractor staff pass Security Awareness Training as defined by FBI CJIS Security Policy.
   c.   Ensure that only staff with cleared background checks continue to participate in this project.
4. Identify logistics needs for onsite meetings to the County (conference room, projector, access, etc.)
5. Ensure County PM is notified in advance and that Contractor is present for all applicable meetings.
6. Provide agenda and applicable handouts for any meeting Contractor is leading onsite or remotely.
7. Create, review, and update all documents within the specified timeframe of Tasks or within 5 business days if not specified.
8. Provide all technical specifications and requirements to the County related to infrastructure, servers, databases, remote access needs, version information, or additional hardware needs 90 days in advance of desired installation date.

2.2.2. County Responsibilities

The list below describes the County's responsibilities that may not be listed elsewhere in this statement of work, during the implementation of this Project.

1. Facilitate fingerprinting and background checks for Contractor staff.
2. Provide any on-site servers.
3. Provide supervised remote access to approved Contractor team members.

4. Provide logistics for software installation on servers.
5. Review and provide feedback on all draft documents and configuration or testing results; in general, the County shall attempt to provide feedback within five business days of receiving documents and the notification of a configuration item that must be tested.
6. Provide office space and an internet connection for Contractor team members.
7. Ensure County personnel are invited in advance and are present, or accounted for via a suitable replacement if necessary, for all applicable meetings.
8. Provide adequate departmental resources to support the project timeline while taking into consideration daily and periodic departmental work requirements.
9. Provide adequate facilities and equipment for training.

Task 2.3.   Review of Contractor Deliverables

Deliverables shall be made available as tasks progress. The County shall take all reasonable means to review and accept deliverables as described further in this statement of work.

Track 3.   Business Process Review

Business process review shall occur early in the project prior to configuration with the intention to discover the majority of processes in place so they can be evaluated and optionally configured in the eProsecutor system. Processes' details will continue to be discovered throughout the project with the County deciding which processes to adjust as the Solution is being configured.

Meetings will be conducted on site initially and optionally online as mutually agreed by the County and Contractor project managers. As configuration tasks are identified they will be added as tasks to the Contractor issues management system and tracked. The status report of the tasks will be provided every two weeks.

Task 3.1.   Review Workflow for each Case Type

3.1.1. Contractor Activities

1. Schedule meetings with all department divisions as described under Section 3.1.4. The Business Process Review meetings will occur in close proximity to configuration meetings as described in Track 4. The meetings for different divisions need not all be completed before making progress on other Tracks.
2. Review workflow for each case type handled by the individual divisions.
3. These meetings will optionally address components in part or in whole from other Tracks, including case initiation, public portal, workflows, checklists, notices and documents, searches and reports, rulings, minutes, accounting, and training.
4. Review associated requirements as documented in Attachment 1, all sections and in particular Admin-2, Admin-4, Admin-7, Case-1, Case-3, Case-5, Case-7, Case-8, Case-12, Case-15, Case-15.1, Case-16, Case-17, Case -18, Entities-1, Entities-2, Security-3, System-1, System-2, System-4, System-7, System-8, System-9, System-11, System-12, System-16, System-16.1, System-16.2, System-22, System-35, System-37, System-41, System-42, System-43.

3.1.2. County Activities

1. Attend scheduled meetings.
2. Demonstrate processes including paperwork and applicable legacy software steps.

3.1.3. Acceptance Criteria

1. Meetings occur with all areas described under Details.
2. Meetings minutes received from Contractor.

3.1.4. Details

Duration: 90-180 days in total, with 1-5 day meetings as needed with representatives from Adult, Juvenile, and Victim Assistance divisions.

Location:	Initially on site and optional additional meetings on line.
Contractor Staff:	Contractor business/technical leads as needed
County Staff:	County business/technical leads and representatives from DA divisions.
Contractor Deliverables:	Meeting minutes, jointly-approved configuration specification
County Deliverables:	Jointly-approved configuration specification

Track 4.   Basic Configuration

Basic configuration details shall be set in eProsecutor matching the needs of Marion County District Attorney.

During the configuration stage the Contractor will change the "Configuration" system to meet the needs of the County's business processes, documents, and reports. An updated version of the "Configuration" system will be provided for County testing (a "Test" system) every two weeks to allow for frequent reviews and hands-on training on the system. County team members will be able to access the "Test" system via the Internet.

When configuration changes are made and released to the Conference Room Pilot (sandbox) system, County staff will test the changes within one work week, unless a longer period for testing is requested and agreed upon by both Contractor and the County.

From time to time, shorter testing time frames may be requested but will be agreed upon by both Contractor and County. In addition, as some items are being configured or completed, Contractor may desire to conduct an online or onsite meeting to demonstrate and gather feedback.

Authorized County team members will be able to access the "Configuration" system to assist with some of the configuration

Task 4.1.   Configuration

4.1.1. Contractor Activities

1. Schedule and conduct meeting(s), where Contractor will configure eProsecutor features/data for:
   a.   Facilities (as in locations, rooms, equipment, etc.)
   b.   Organizational structure
   c.   Personnel list
   d.   Case roles
   e.   Case types
   f.   Case phases
   g.   Hearing types
   h.   Event types
   i.   Other types
2. Update facilities, organization, case roles/types, hearing/event/other types until solution go-live.
3. Review associated requirements as listed in Attachment 1, sections Admin-1, Admin-3, Admin-10, Case-8, Case-12, Case-13, Case-15, Case-15.1, Case-17, Case-19, Case-21, Case-23.1, Case-24, Case-26, Case-27, Case-28, Case-29, Case-31, Documents-4, Entities-2 through Entities-10, Notification-6, Notification-8, Notification-9, Security-3, System-8, System-11, System-12, System-16.1, System-16.2, System-19, System-22, System-23, System-25, System-26, System-26.1, System-26.2, System-32, System-35, System-35.1, System-37, System-40, System-42, System-43, System-44.1, System-

46, System-47, System-50, System-52, System-54, System-55, System-56, System-58, Victim-8, Victim-18, Victim-20, Victim-22.

4.1.2. County Activities

1. Attend scheduled meetings.
2. Provide input on configuration.
   a.   Provide facilities data, including locations, floors, agency rooms, capacity, handicap access, equipment, etc.
   b.   Provide organizational structure, including divisions, departments, etc.
   c.   Provide personnel list (agency and non-agency personnel desired).
   d.   Provide roles for agency and non-agency personnel, including ancillary attributes such as bar number, badge number, former law firms, bond companies, classes attended, etc.
   e.   Provide case types and sub-case types.
   f.   Provide list of hearings, events, and other types by case type and optional sub-case type.
3. County will maintain eProsecutor Directory (personnel and external entity listings) after it has been populated by Contractor.
4. County will provide updates to facilities, organization, case roles/types, hearing/event/other types to Contractor until solution go-live.

4.1.3. Acceptance Criteria

1. Meetings occur with all areas described under Section 4.1.4.
2. Configuration items approved by County project team.

4.1.4. Details

Duration:	90-180 days, with 1-5 day meetings as needed with representatives from Adult, Juvenile, and Victim Assistance divisions.
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads
County Staff:	County business/technical leads and optional additional project team members.
Contractor Deliverables:	Meeting minutes eProsecutor configuration as recorded within software solution

Track 5.   Calendar and Scheduling

Task 5.1.   Calendar Configuration

5.1.1. Contractor Activities

1. Enter holidays, standard working hours, and special agency business and off time types into eProsecutor.
2. Create assignment procedures and configure the calendar options in eProsecutor.
3. Configure calendar options to perform as described in Attachment 1, sections Interface-11, Interface-11.1, Interface-11.2, Interface-16, System-17 through System-17.12, and System-51.
4. Configure calendar exporting options with County input using existing functionality.
5. Demonstration of calendars and scheduling via Conference Room Pilot.

5.1.2. County Activities

1. Supply agency holidays, standard working hours and any special types of agency business and off time.
2. Determine which roles/individuals/agency rooms are to have calendars.
3. Provide scheduling procedures when hearing assignments are made on a daily basis rather than on a case assignment basis, if applicable.
4. Determine if calendar time slots will be used for any events.
5. Determine configurable information on the individual daily, weekly, and monthly agency calendars.
6. Maintain/modify calendars if calendaring needs change after Contractor configuration completed and County approval.

5.1.3. Acceptance Criteria

1. County project team accepts configuration as demonstrated.

5.1.4. Details

Duration:	1 to 2 business days
Location:	Onsite/Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads County project team for acceptance
Contractor Deliverables:	Meeting minutes eProsecutor configuration as recorded within software solution

Track 6.   Statutes, Dispositions, Bail, Assessment

Task 6.1.   Configure Statutes, Dispositions, Bail, Assessment

6.1.1. Contractor Activities

1. Configure statutes, disposition types, bail schedules, and tracking or documentation of fines and fees from Contractor import worksheet.
2. Configure statutes, disposition types, bail schedules, and distribution of fines and fees to perform as described in Attachment 1, sections Admin-12, Admin-12.1, Admin-13, Admin-14, Case-2, Case-4, Case-9, Case-11, Case-24, Case-28, and Case-29.

6.1.2. County Activities

1. Provide statutes, disposition types, bail schedules, and distribution of fines and fees using Contractor import worksheet.
2. County to update statutes, disposition types, bail schedules, and fines/fees after Contractor has done initial configuration and County has approved.

6.1.3. Acceptance Criteria

1. Configured state of statutes, disposition types, bail schedules, and fines/fees in eProsecutor approved by County project team

6.1.4. Details

Duration:	1 to 4 days.
Location:	Onsite/Remote
Contractor Staff:	Contractor PM, business/technical Leads
County Staff:	County business/technical leads
Contractor Deliverables:	Meeting minutes, Contractor import worksheet, to fill by County eProsecutor configuration
County Deliverables:	Contractor import worksheet, completed

Track 7.   Case Initiation and Navigation, Case Processes

Task 7.1.   Configure Case Initiation

7.1.1. Contractor Activities

1. Configure case initiation and update screens and lookup lists with input provided by the County.
2. Configure case initiation to perform as described in Attachment 1, sections System-57 and Case-29, Interface-7, Interface-7.2.

7.1.2. County Activities

1. Provide case initiation and update screen shots and lookup lists of current system.
2. Provide the information/format received from other agencies that also initiate cases.
3. Provide rules for case numbering and the processing procedures for cases that have not yet been filed with the Court, for example, an agency-initiated investigation or a grand jury investigation.
4. Provide any additional data elements, including person data elements, required for case initiation screens, along with required fields and which fields are confidential.
5. Work with Contractor to determine case initiation validation rules and error messages.

7.1.3. Acceptance Criteria

1. Configured case initiation approved by County project team.

7.1.4. Details

Duration:	30-60 days.
Location:	Onsite or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and SME.
Contractor Deliverables:	Meeting minutes

Task 7.2.   Configure Navigation, Case Header, and Folder Views

7.2.1. Contractor Activities

1. Configure Navigation, header, and other folder views with input provided by the County.
2. Configure viewing of photos for Directory.

3. Configure viewing of booking photos and DMV photos.
4. Configure shortcuts to open other applications commonly used by the County:
   a. Coplink (see Attachment 1, Interface-5).
   b. Laserfiche, with DA case number specified (see Attachment 1, Interface-6).
   c. PRIORS (see Attachment 1, Interface-7.1).
   d. Oregon eCourt (OECI) (see Attachment 1, Interface-12.1)
   e. Oregon eCourt File & Serve (see Attachment 1, Interface-12.1)

7.2.2. County Activities

1. Provide information to be modified on the Navigations and Case Header, including the composition of the case name for internal purposes, alerts, and any case information not currently included.
2. Provide information to be modified on the Case Summary screens and other folder views.
3. Provide a list of Alerts (minor, requires interpreter, possible bond forfeiture, high risk, Brady list, drugs, etc.) for the case header and for pop-up messages.

7.2.3. Acceptance Criteria

1. Configured navigation screens approved by County project team.

7.2.4. Details

Duration:	30-120 days.
Location:	Onsite or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SME.
Contractor Deliverables:	Meeting minutes eProsecutor configuration
County Deliverables:	Navigation/Case Header/Case Summary/Folder Views/Alerts information.

Track 8. Case Notes

Task 8.1. Configure Case Notes

8.1.1. Contractor Activities

1. Demonstrate Case Notes features in eProsecutor.
2. Configure Case Notes with input provided by the County.
3. Configure Case Notes to perform as described in Attachment 1, sections Case-7, Case-10 and Case-10.1.

8.1.2. County Activities

1. Provide desired configuration of Case Notes after demonstration by Contractor.

8.1.3. Acceptance Criteria

1. Configured case notes approved by County project team.

8.1.4. Details

Duration:	1 business day
Location:	Onsite or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes eProsecutor configuration

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Track 9.   Contact Groups

Task 9.1.   Configure Contact Groups

9.1.1. Contractor Activities

1. Demonstrate Contact Groups features.
2. Configure Contact Groups with input provided by the County.
3. Configure Contact Groups to perform as described in Attachment 1, sections Case-6, Entities-2, Interface-14, and Reports-4.

9.1.2. County Activities

1. Provide desired configuration for Contact Groups.

9.1.3. Acceptance Criteria

1. Configured contact groups approved by County project team.

9.1.4. Details

Duration:	1-5 business days
Location:	Onsite/Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical Leads and optional SMEs
Contractor Deliverables:	Meeting minutes, Contractor eProsecutor configuration

Track 10. Checklists

Task 10.1. Configure Checklists

10.1.1. Contractor Activities

1. Demonstrate Checklists features.
2. Configure Checklists with input provided by the County.

10.1.2. County Activities

1. Provide current checklists, if any.
2. Provide desired checklist configuration:
   a. Name, list of checklist items, description of task for item, deadlines for each item, person(s) who needs to perform the task, triggering actions/events, completion criteria.
   b. Automatically or individually assigned to cases and who can be assigned to work on each checklist.
   c. Automation attached to completion or expiration.

10.1.3. Acceptance Criteria

1. Configured checklist(s) approved by County project team.

10.1.4. Details

Duration:	1 to 5 business days
Location:	Onsite or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes, Contractor

Track 11. Joinders and Person Identifiers

Task 11.1. Configure Joinders and Person Identifiers

11.1.1.   Contractor Activities

1. Demonstrate Joinders and Person Identifiers.
2. Configure Joinders and Person Identifiers.
3. Configure Joinders and Person Identifiers to perform as described in Attachment 1, sections Case-4, Case-11, Case-15, Case-17, and Interface-9.

11.1.2.   County Activities

1. Provide input for configuration.

11.1.3.   Acceptance Criteria

1. Configured joinders and person identifiers approved by County project team.

11.1.4.   Details

Duration:	1-5 business days
Location:	Onsite/Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes, Contractor

Track 12.   Exhibits

Task 12.1.   Configure Exhibits

12.1.1.   Contractor Activities

1. Demonstrate Exhibits.
2. Configure Exhibits in eProsecutor.
3. Documents-11, Security-3, System-2, System-4, System-10, System-10.1, System-10.2, System-10.3, System-10.4, System-13, System-13.1, System-27, System-29, System-30, System-33, System-45, System-48, System-49, Workflow-2 through Workflow-4.

12.1.2.   County Activities

1. Set up, document exhibits processes for County.
(inside and outside of eProsecutor, to include physical handling of exhibits)

12.1.3.   Acceptance Criteria

1. County project team approves County Exhibit Process.

12.1.4.   Details

Duration:	2 to 6 business days
Location:	Onsite or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes, Contractor

Track 13. Victim/Witness/Other Parties

Task 13.1. Configure Victim and Witness and other Party Processes and Communications

13.1.1. Contractor Activities

1. Demonstrate Victim and Witness communication and notification tracking.
2. Demonstrate tracking of victim services.
3. Demonstrate restriction of private information.
4. Configure eProsecutor Victim/Witness features.
5. Configure Victim/Witness features to perform as described in Attachment 1, sections Case-6, Entities-1, Entities-2.1, Entities-3, Entities-4, Entities-7, Entities-8, System-49, Victim-1 through Victim-22.

13.1.2. County Activities

1. Document needed communication tracking requirements.
2. Document needed data capture including service-tracking and grant tracking requirements.

13.1.3. Acceptance Criteria

1. County project team approves configuration of processes.

13.1.4. Details

Duration:	5-30 business days
Location:	Onsite or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and SMEs
Contractor Deliverables:	Meeting minutes

Track 14.   Workflows, Time Standards

Task 14.1.   Configure Workflows

14.1.1.   Contractor Activities

1. Demonstrate Workflow capabilities and concepts.
2. Configure Workflows with County input.
3. Configure Workflows to perform as described in Attachment 1, sections Admin-7, Case-2, Case-16, Case-18, Case-25, Case-27, Case-28, Documents-5, System-26, -26.1, -26.2, System-34, System-35, System-35.1, System-40, System-41, System-42, System-43, System-44, Workflow 1 through Workflow-7.

14.1.2.   County Activities

1. Provide input on workflows to include vision for paper-on-demand and paperless processes.

14.1.3.   Acceptance Criteria

1. Case workflows documented to include:
    a.   Physical steps outside of eProsecutor.
    b.   Electronic workflows in eProsecutor documented.
2. Process known if eProsecutor is not available.

14.1.4.   Details

Duration:	30-180 days
Location:	Onsite and/or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes

Task 14.2.   Time Standards

14.2.1.   Contractor Activities

1. Demonstrate Time Standards capabilities and concepts.
2. Configure Time Standards with County input.

14.2.2.   County Activities

1. Provide desired configuration relating to Time Standards.

14.2.3.   Acceptance Criteria

1. Configuration of time standards approved by County Project team.

14.2.4.   Details

Duration:	30-120 days
Location:	Onsite or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes

Track 15.　Document Generation and Notice Automation

To include automatic notices and automatic generation of victim notices. Victim notices shall include disposition information.

Task 15.1.　Document Generation

15.1.1.　Contractor Activities

1. Train County Power Users to configure templates.
2. Configure 100 templates to be provided by County
3. Create assigned templates based on documents provided by the County and listed in Attachment 3.
   a.　Contractor will work with County to develop templates to create County expertise in document generation.
4. Configure automatic notice printing for victims.
5. Configure documents to perform as described in Attachment 1, sections Admin-6, Admin-8, Case-1, Case-14 through Case-14.4, Case-20, Case-25, Documents-1 through Documents-25, Entities-2, Interface-6, Interface-8, Interface-9, Interface-12.3, Security-11, System-2, System-4, System-5, System-6, System-10, System-10.3, System-10.4, System-19, System-20, System-27, System-29, System-31, System-33, System-35.1, System-38, System-48, System-49, System-51, System-53, Victim-2, Victim-7, Victim-8, Victim-9, Victim-13 and Victim-15.

15.1.2.　County Activities

1. Consolidate existing documents/templates.
2. Provide existing documents in Word to be created as templates.
3. Demonstrate Interface-9 macro functionalities and existing template forms that will be replaced by template configuration (inserting language with charges and adult vs youth wording/numbering).
4. Provide power users to be trained in template creation process.
5. Create assigned templates.
6. Approve contractor-configured templates and generated documents.

15.1.3.　Acceptance Criteria

1. Document templates approved.
2. Converted documents approved.

15.1.4.　Details

Duration:	30-270 days
Location:	Onsite and Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs

Contractor Deliverables:	Meeting minutes
	Assigned templates configured
County Deliverables:	Assigned templates configured

Task 15.2.   Notices

15.2.1.   Contractor Activities

1. Create documents/templates that will be used for Notices.
2. Configure automatic notice printing for victims.
3. Configure manual notice generation.
4. Configure Notices to perform as described in Attachment 1, sections Entities-2, Notification-1 through Notification-12, Security-3, Security-9, Security-12.1, System-2, System-3, System-4, System-6, System-34, System-43, Victim-6, Victim-8 and Victim-9 and per County input.

15.2.2.   County Activities

1. Provide automatic victim notification rules based on events.
2. Provide notification templates to be used.

15.2.3.   Acceptance Criteria

1. County project team including Victim Services approve sample victim notices printed.
2. Notices for every configured event and all roles of persons/organizations generated in testing.

15.2.4.   Details

Duration:	30-60 days
Location:	Onsite and/or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes
	Create virtual notifications and business rules

Track 16. Document and File Received Processes

Task 16.1. Configure Document and File Received options

16.1.1.   Contractor Activities

1. Demonstrate Document and File Received Processes and options.
2. Configure Document types.
3. Configure processes to perform as described in Attachment 1, sections System-29, System-30, System-53, Workflow-1 through Workflow-7, Interface 7, and Interface-7.2.

16.1.2.   County Activities

1. Provide possible scenarios where documents and files are received.
2. Provide list of document types.

16.1.3.   Acceptance Criteria

1. Configuration of document received options approved by County Project team.

16.1.4.   Details

Duration:	30-60 days
Location:	Onsite and/or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes
	Configure discovery received, scan now and scan later

Track 17.   Searches and Reports

Task 17.1.   Configure Searches and Reports

17.1.1.   Contractor Activities

1. Train County on use of Searches and Jasper Reports.
2. Configure searches based on County input.
3. Configure searches and reports based on list of required reports from County.
4. Contractor shall take lead in developing at least 20 searches and reports that will be listed in priority by the County.
5. Configure searches and reports to perform as described in Attachment 1, sections Documents-15, Entities-8.1, Reports-1 through Reports-10, Security-16, System-16, System-16.1, System-16.2, System-17.8, System-54, Victim-3, and Workflow-4.

17.1.2.   County Activities

1. Consolidate reports.
2. Provide list of required reports, samples, and underlying queries/data result explanations based on eProsecutor configuration and fields.
3. If eProsecutor native search functionality cannot accommodate all of the required reports, then Jasper and/or SQL Server Reporting Services will be used.
   a.   County will develop remaining reports after Contractor takes lead on developing first 20 reports.

17.1.3.   Acceptance Criteria

1. Configuration of searches and reports approved by County project team.

17.1.4.   Details

Duration:	90-240 days
Location:	Onsite and Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes

Track 18.   Minutes

Task 18.1.   Configure Minutes

18.1.1.   Contractor Activities

1. Demonstrate Minutes features in eProsecutor.
2. Configure Minutes with input from the County.

18.1.2.   County Activities

1. Provide desired configuration for Minutes.

18.1.3.   Acceptance Criteria

1. Conference Room Pilot approved by County.

18.1.4.   Details

Duration:	5-30 business days
Location:	Onsite and/or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes, Contractor

Track 19.   Other Processes

Address miscellaneous processes including sealing cases/documents, warrants/subpoenas, and archiving cases.

Task 19.1.   Configure Other Processes Settings

19.1.1.   Contractor Activities

1. Demonstrate Sealing Cases/Documents.
2. Demonstrate Warrants/Subpoenas.
3. Demonstrate Archive.
4. Configure options for Sealing Cases/Documents to perform as described in Attachment 1, section Admin-5, Admin-6, Security-10.
5. Configure options for Warrants/Subpoenas to perform as described in Attachment 1, sections Case-14 through Case-14.4, Documents-2, Documents-14, Entities-4, Entities-7, Reports-7, System-16 and Workflow-7.
6. Configure options for Archive to perform as described in Attachment 1, sections Admin-5, Notification 5.1, and as determined by the County.

19.1.2.   County Activities

1. Provide desired configuration for Sealing Cases/Documents.
2. Provide desired configuration for Warrants/Subpoenas.
3. Provide desired configuration for Archive.

19.1.3.   Acceptance Criteria

1. Configuration of processes have been approved by County project team.

19.1.4.   Details

Duration:	10-60 days
Location:	Onsite and/or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes, Contractor

Track 20. Accounting/Cashiering/Time Entry

Task 20.1. Configure Accounting/Cashiering/Time Entry

20.1.1. Contractor Activities

1. Demonstrate Accounting features.
2. Demonstrate Cashiering features.
3. Demonstrate Time Entry features.
4. Configure Accounting options to perform as described in Attachment 1, sections Interface-3 and Interface-10.
5. Configure Cashiering options to perform as described in Attachment 1, sections System-13, System-13.1, System-36.
6. Configure Time Entry options to perform as described in Attachment 1, sections System-44 and System-44.1

20.1.2. County Activities

1. Provide desired configuration for Accounting features.
2. Provide desired configuration for Cashiering features.
3. Provide desired configuration for Time Entry features.

20.1.3. Acceptance Criteria

1. Approved by County.

20.1.4. Details

Duration:	90-180 days
Location:	Onsite and/or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes, Contractor

Track 21.   Dashboard

Task 21.1.   Configure Dashboard(s)

21.1.1.   Contractor Activities

1. Demonstrate Dashboard features.
2. Configure Dashboard options to perform as described in Attachment 1, sections System-24, System-25, System-55, and Workflow-4.

21.1.2.   County Activities

1. Provide desired configuration for Dashboard features.

21.1.3.   Acceptance Criteria

1. Configuration of dashboard approved by County Project team.

21.1.4.   Details

Duration:	1 to 4 business days
Location:	Onsite and/or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes, Contractor

Track 22.   Public Portal

These tasks relate to outside organizations/persons accessing eProsecutor information.

Task 22.1.   Configure Public Portal

22.1.1.   Contractor Activities

1. Demonstrate Public Portal features and options.
2. Configure Public Portal to perform as described in Attachment 1, sections Admin-11, Case-22, Documents-20, Notification-5, Notification-6, Security-2, Security-4, Security-12, Security 12-1, System-1, System-2, System-4, System-10, System-10.3, System-10.4, System-13, System-13.1, System-14, System-28, System-31, System-35.1, System-37, Victim-15, Victim-16.

22.1.2.   County Activities

1. Provide desired configuration of Public Portal options.

22.1.3.   Acceptance Criteria

1. List of requirements for Public Portal developed.
   a.   Requirements shall include electronic discovery needs including file formats and allowable amounts of data.
2. Conference Room Pilot approved by County, demonstrating all requirements being met.

22.1.4.   Details

Duration:	30-90 days
Location:	Onsite and/or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes, Contractor

Track 23.　Security

Tasks related to the protection of the integrity of the data in the eProsecutor solution and restriction of information and functions based on users' roles.

Task 23.1.　Configure Security

23.1.1.　　Contractor Activities

1. Configure user authentication.
2. Test user authentication.
3. Configure User Roles and Authorizations.
4. Configure security features of eProsecutor to perform as described in Attachment 1, sections Admin-4, Admin-5, Admin-6, Admin-9, Admin-11, Case-10, Case-23, Documents-4, Documents-15, Documents-23, Interface-6, Security-1 through Security-16, System-1, System-2, System-14, System-16, System-18, System-35.1, System-37, and System-39.

23.1.2.　　County Activities

1. Test user authentication after Contractor.
2. Test User Roles and Authorizations.

23.1.3.　　Acceptance Criteria

1. Roles listed out and privileges documented.
2. County testing of Roles and Authorizations completed to County satisfaction.

23.1.4.　　Details

Duration:	10 to 30 business days
Location:	Onsite and/or Remote
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County business/technical leads and optional SMEs
Contractor Deliverables:	Meeting minutes, Contractor Security Roles and Authorizations eProsecutor configuration

Track 24.   Data Conversion

Data Conversion shall be a major focus of this project. It is imperative that the overwhelming majority of data be brought into new systems in a true and correct representation of the source data. All data from the legacy DACMS system shall be addressed by the conversion effort. Interfaces (including Laserfiche) will optionally address document storage.

Task 24.1.   Data Conversion General

24.1.1.   Contractor Activities

1. Create Data Conversion Plan in accordance with Attachment 1, sections System-5 and System-6.
2. Perform data analysis on legacy data from staging database.
3. Describe desired Data Description Document (conversion and code table mapping).
4. Take lead role in analysis of source data.
5. Take lead role in creating data conversion specification.
6. Provide example of Data Conversion Specification Document.
7. Create conversion scripts.
8. Revise conversion scripts as needed for iterative approach based on County input and review of executed Data Conversion Testing Plan
9. Transform and load data from staging files to eProsecutor database.
10. Iteratively transform and load data from staging to eProsecutor until Data Conversion Testing Plan successful.

24.1.2.   County Activities

1. Copy legacy data to staging server located at County site. The staging databases will have same schema and data as production.
2. Copy legacy data to staging server iteratively as needed until Data Conversion Testing Plan successful to the County's satisfaction.
3. Staging files to be updated by the County as needed with notification to the project team.
4. Provide Data Description Document (conversion and code table mapping).
5. Answer Contractor questions related to mapping questions.
6. Take lead role in creating Data Conversion Testing Plan.
    a.   Based on:
        i.   Record counts for legacy data.
        ii.   Summary formulas of data.
        iii.   Sample sets representing view in legacy system (on screen view).
        iv.   Sample sets in tabular form from legacy system.
        v.   Sample sets representing person relationships from legacy system.
        vi.   Sample sets in the form of reports from legacy system.
        vii.   List of most critical data elements.

> > > viii.Responsibilities on cleaning up bad data or addressing bad data in conversion scripts.
> > b.   Approved by full County project team.
> 7. Execute Data Conversion Testing Plan iteratively until accepted by the County. Communicate issues encountered to Contractor.
> 8. Provide final copy of data immediately prior to final conversion.

24.1.3.   Data conversion constraints

1. The parties understand that data sources provided should be identical in schema to obtain an accurate conversion. The parties further understand that the iterative process may result in minor mapping changes and additional special conversion rules which will be created as needed to refine the accuracy and functionality of the subsequent conversion iteration.

2. A full copy of all data to be converted will be provided before work on the data conversion begins and again directly before the final run of the conversion. No data entered into the source system after the data has been given to Contractor for the final run of the data conversion will be converted.

3. The file formats and source data schema provided for development and the final conversion should be identical. Each delivery of a new set of source data should be provided in identical format and structure (including file folder directories) as previously received. Data will be provided to Contractor in SQL Server backup, Word Perfect files (.wpd), and flat file (.txt or .csv) format. No conversion of data solely contained in a paper format will be provided.

4. Scrubbing or cleaning of the source data is not included in the data conversion. Data will be converted into the destination database as it exists in the data source. Contractor does not guarantee that every piece of information can or will be extracted from word processed or spreadsheet files. Inconsistent formatting or spacing, overlong text, etc. may cause some data loss.

5. Removal of duplicate data existing in the sources is not included in the scope of this conversion. No merging or deduplication of data between multiple source systems is included, although names and cases may be linked if a connection can be established.

6. No data will be reformatted with the exception of dates (e.g. 20120712 to 07/12/2012), or as agreed between the parties.

7. Configuration data, codes, and other system data will not be created by the conversion. Configuration data will be added to a system database prepared separately by Journal Technologies before each iteration of the conversion and in a final configured database before the final data conversion run.

8. This conversion does not include any financial data into accounts and obligations/bonds. Financial data will be converted for historical purposes to a note or amount field, but may not be fully functional.

24.1.4.   Acceptance Criteria

1. Data Conversion Plan approved by County.

2. Data Conversion Specification approved by County.
3. Data Conversion Testing Plan successful to County's satisfaction.

24.1.5. Details

Duration:	1-4 weeks for Data Conversion Plan and updates 3-6 business days for Data Description Document 3-10 business days for Data Conversion Testing Plan 5-10 business days for Data Conversion Specification 8 to 36 weeks for Data Conversion activities and iterations, including updates to Data Conversion Specification document
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads
County Staff:	County business/technical leads and optionally SMEs
Contractor Deliverables:	Meeting minutes Data Conversion Plan (to include a data conversion strategy) Data Conversion Specification Updates to Data Conversion Specification
County Deliverables:	Data Description Document (of Source Data) Data Conversion Testing Plan

Track 25. Interfaces

Interfaces from and to eProsecutor will facilitate improved automation for the County. Interfaces will generally be developed wholly by Contractor with input from the County.

Contractor shall complete Tasks 25.1 through 25.2 as described below and in Attachment 1. Additional Tasks (25.3 through 25.19) may be assigned by County on an as needed basis through the issuance of notice to proceed in accordance with Track 1. The notice to proceed will describe, in detail, the tasks that Contractor shall complete with time for completion and costs for the services. Track 25 Optional Tasks shall be performed by Contractor if County issues notice to proceed. Track 25 Optional Accepted Tasks shall be performed by Contractor if County issues, and Contractor accepts, notice to proceed.

Interface Constraints

1. The parties understand that the data elements to be passed are limited to the specified elements listed in the agreement and must be identical in schema. The parties further understand that the iterative process may result in minor mapping changes and additional special rules which will be created as needed to refine the accuracy and functionality of each subsequent iteration.

2. Scrubbing or cleaning of the source data is not included. Data elements will be passed as they exist in the data source.

3. Contractor may use specific built-in product features to provide feedback to the users as well as the database tables to map codes.

4. County is responsible for procuring and maintaining the hardware that houses and runs the API exchange.

5. Contractor will not support hardware issues.

6. Contractor will write the "business logic" for validating a case before allowing a case to be submitted, thus ensuring that all data required for eFiling is present in eProsecutor.

Task 25.1.   API Training and Documentation (Mandatory Task)

An Application Programming Interface (API) shall provide extensibility with inward and outward directed interfaces for the eProsecutor system. The API shall allow for the County to retrieve data from the eProsecutor system. The API shall allow for the County to populate data into the eProsecutor system. See Attachment 1, section Interface-1.

25.1.1.   Contractor Activities

1. Perform training of County personnel in the capabilities and functionality of the eProsecutor API.
2. Provide documentation and sample code for API in electronic format and updates retrievable from Contractor support website.

25.1.2.   County Activities

1. Attend training.
2. Access documentation.

25.1.3.   Acceptance Criteria

1. Training completed.
2. Documentation received.
3. Documentation accessible online.

25.1.4.   Details

Duration:	3-5 business days
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads
County Staff:	Marion business/technical lead and SMEs
Contractor Deliverables:	API Training
	API Documentation
	API Documentation retrievable from Contractor support site

Task 25.2.   WebLEDS (Mandatory Task)

WebLEDS is a web-based application that queries the Oregon State Police (OSP) Law Enforcement Data System (LEDS) for state, interstate, and nationwide criminal record information as well as Oregon-specific law enforcement information. System shall contain configurable method to submit one-way queries to WebLEDS based on a person's details. Queries shall include Criminal Record ("QH, QWH, QHD, QWHD, RR"), Driving Record ("DLR, DLP"), Department of Corrections ("QCD"), and Public Safety Officer Lookup ("QID"). See Attachment 1, section Interface-2. Results will be viewed within WebLEDS application. The WebLEDS API consists of a command line executable that receives arguments to formulate the query submission. Return codes from the command line executable indicate successful submission or not. The executable could reside on client workstations or a server.

A sample query submission follows formatting similar to the following:
webleds.exe webledsserver
"USF1234.QWHD.ABC.OR999999A.wbeglau.NAM/DOE.JOHN
Q.DOB/19641231.RAC/W.SEX/M.PUR/C.SOC/123456789.RSN/1234567.PUR/C"

The query would be based primarily on the WebLEDS configuration, on the type of LEDS query (QWHD replace with other types) and available logged in user (LEDS user identifiers) and subject individual information (name, DOB, race, SSN, ID#s). OSP is the authority on proper formatting of the query after the initial "USF1234." string that identifies the WebLEDS user submitting the query.

25.2.1.   Contractor Activities

1. Jointly create Interface Specification Document with County.
2. Create Interface Testing Plan with input from the County.
3. Create WebLEDS interface.

25.2.2.   County Activities

1. Demonstrate existing WebLEDS interface in legacy DACMS.
2. Provide specification details and cooperate with Contractor on creation of Specification Document.

25.2.3.   Acceptance Criteria

1. Interface Testing Plan executed successfully and approved by County.

25.2.4.   Details

Duration:	(to be determined, 30-60 days)
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads
County Staff:	Marion business/technical lead and SMEs
Contractor Deliverables:	WebLEDS Interface Interface Specification Document Interface Testing Plan
County Deliverables:	Optional additional notes on interface

Task 25.3.   Accounting Export (Optional Task)

System shall support export of payments received by eProsecutor system for county accounting purposes. See Attachment 1, section Interface-3. Export is one-way from eProsecutor to a single County system with flexible API options. Batched information may be sufficient.

25.3.1.   Contractor Activities

1. Create Interface Specification Document.
2. Create interface.

25.3.2.   County Activities

1. Provide specification details for interface.

25.3.3.   Acceptance Criteria

1. Interface Testing Plan executed successfully and approved by County.

25.3.4.   Details

Duration:	(to be determined, 30-60 days)
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads

County Staff:	Marion business/technical lead and SMEs
Contractor Deliverables:	Interface Interface Specification Document Interface Testing Plan
County Deliverables:	Optional additional notes on interface

Task 25.4.   Payment Processor (Optional Task)

System shall support an intermediary payment processor for receiving payments. See Attachment 1, section Interface-4. US Bank or an alternate can be pursued.

25.4.1.   Contractor Activities

1. Create Interface Specification Document.
2. Create interface.

25.4.2.   County Activities

1. Provide specification details for interface.

25.4.3.   Acceptance Criteria

1. Interface Testing Plan executed successfully and approved by County.

25.4.4.   Details

Duration:	(to be determined, 90-24030-60 days)
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads
County Staff:	County business/technical lead and SMEs
Contractor Deliverables:	Interface Interface Specification Document Interface Testing Plan
County Deliverables:	Optional additional notes on interface

Task 25.5.   [Task removed. This space reserved.]

Task 25.6.   [Task removed. This space reserved.]

Task 25.7.   Laserfiche Storage of Documents and Notices (Optional Task)

System shall have a mechanism for storing and retrieving documents and notices in Laserfiche. See Attachment 1, section Interface-6.

25.7.1.   Contractor Activities

1. Create Interface Specification Document.

2. Create interface.

25.7.2.   County Activities

1. Provide specification details for interface.

25.7.3.   Acceptance Criteria

1. Interface Testing Plan executed successfully and approved by County.

25.7.4.   Details

Duration:	(to be determined, 60-90 days)
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads
County Staff:	County business/technical lead and SMEs
Contractor Deliverables:	Interface Interface Specification Document Interface Testing Plan
County Deliverables:	Optional additional notes on interface

Task 25.8.   Automation with Law Enforcement system to start new cases (Optional Task)

System shall provide a streamlined, more automated process to initiate new cases utilizing electronic data received from one police agency. See Attachment 1, sections Interface-7 and Interface-7.2

25.8.1.   Contractor Activities

1. Create Interface Specification Document.
2. Create interface.

25.8.2.   County Activities

1. Demonstrate existing processes.
2. Provide specification details for interface.

25.8.3.   Acceptance Criteria

1. Interface Testing Plan executed successfully and approved by County.

25.8.4.   Details

Duration:	(to be determined, 60 to 180 days)
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads

County Staff:	County business/technical lead and SMEs
Contractor Deliverables:	Interface Interface Specification Document Interface Testing Plan
County Deliverables:	Optional additional notes on interface

Task 25.9.   [Task removed. This space reserved.]

Task 25.10.   Open JJIS case information/documents (Optional Task)

System shall interface with the Oregon Juvenile Justice Information System (JJIS). Case information and/or documents shall be able to be viewed within eProsecutor system or a shortcut to JJIS. See Attachment 1, section Interface-8.

25.10.1.   Contractor Activities

1. Create Interface Specification Document.
2. Create interface.

25.10.2.   County Activities

1. Demonstrate existing interface if applicable.

25.10.3.   Acceptance Criteria

1. Interface Testing Plan executed successfully and approved by County.

25.10.4.   Details

Duration:	(to be determined, 30-90 days)
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads
County Staff:	County business/technical lead and SMEs
Contractor Deliverables:	Interface Interface Specification Document Interface Testing Plan
County Deliverables:	Optional additional notes on interface

Task 25.11.   [Task removed. This space reserved.]

Task 25.12.   Witness payment check information transfer (Optional Task)

System shall send data one-way for check printing of witness payments to financial system (FIMS check printing system) nightly. The data shall be sent in the format prescribed by the County, an ANSI text file containing one or more lines per person to allow for accounting of funds (testimony vs mileage) in a data file and a separate empty

file to indicate data is ready are uploaded nightly via file transfer to FIMS system. See Attachment 1, section Interface-10.

25.12.1.　Contractor Activities

    1. Create Interface Specification Document.
    2. Create interface.

25.12.2.　County Activities

    1. Provide specification details for interface.

25.12.3.　Acceptance Criteria

    1. Interface Testing Plan executed successfully and approved by County.

25.12.4.　Details

Duration:	(to be determined, 30-60 days)
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads
County Staff:	County business/technical lead and SMEs
Contractor Deliverables:	Interface Interface Specification Document Interface Testing Plan
County Deliverables:	Optional additional notes on interface

Task 25.13. [Task removed. This space reserved.]

Task 25.14. State eCourt (update events, shortcut to view eCourt case information and documents, shortcut to file documents) (Optional Task)

This interface shall improve automation with State Courts as described in Attachment 1 sections Interface-12 through Interface-12.3 including:

- Updating eProsecutor cases based on court updates to events (Interface-12.2).
- Access eCourt case information and documents in a faster manner (more streamlined than Interface-12.1).
- Filing documents with the court in a more streamlined manner or via a single button (Interface-12.3).

25.14.1.　Contractor Activities

    1. Create Interface Specification Document.
    2. Create interface.

25.14.2.　County Activities

1. Provide specification details for interface.

25.14.3.　Acceptance Criteria

1. Interface Testing Plan executed successfully and approved by County.

25.14.4.　Details

Duration:	(to be determined, 60-120 days)
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads
County Staff:	County business/technical lead and SMEs
Contractor Deliverables:	Interface Interface Specification Document Interface Testing Plan
County Deliverables:	Optional additional notes on interface

Task 25.15.　[Task removed. This space reserved.]

Task 25.16.　Retrieve Sheriff booking photos　(Optional Task)

System shall have ability to display retrieved booking photos from Sheriff's jail booking system. See Attachment 1, sections Interface-13.1.

25.16.1.　Contractor Activities

1. Create Interface Specification Document.
2. Create interface.

25.16.2.　County Activities

1. Provide specification details for interface.

25.16.3.　Acceptance Criteria

1. Interface Testing Plan executed successfully and approved by County.

25.16.4.　Details

Duration:	30 days
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads
County Staff:	County business/technical lead and SMEs
Contractor Deliverables:	Interface Interface Specification Document Interface Testing Plan

County Deliverables: Optional additional notes on interface

Task 25.17. Retrieve DMV photos (Optional Task)

System shall have ability to displayretrieved photos from the Oregon DMV for licenses/IDs. See Attachment 1, sections Interface-13.2.

25.17.1.   Contractor Activities

1. Create Interface Specification Document.
2. Create interface.

25.17.2.   County Activities

1. Provide specification details for interface.

25.17.3.   Acceptance Criteria

1. Interface Testing Plan executed successfully and approved by County.

25.17.4.   Details

Duration:	30-120 days
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads
County Staff:	County business/technical lead and SMEs
Contractor Deliverables:	Interface Interface Specification Document Interface Testing Plan
County Deliverables:	Optional additional notes on interface

Task 25.18. FIMS master employee list (Optional Task)

System shall interface one-way with human resource system (FIMS) for a master employee list of staff from desired departments. Contact information shall be updated for employees. The purpose of this interface would be to actively and automatically maintain the list of County staff within the eProsecutor system. See Attachment 1, sections Interface-14. Existing FIMS API is a SOAP XML webservice.

25.18.1.   Contractor Activities

1. Create Interface Specification Document.
2. Create interface.

25.18.2.   County Activities

1. Provide specification details for interface.

25.18.3.   Acceptance Criteria

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1. Interface Testing Plan executed successfully and approved by County.

25.18.4.   Details

Duration:	(to be determined, 10-30 business days)
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads
County Staff:	County business/technical lead and SMEs
Contractor Deliverables:	Interface Interface Specification Document Interface Testing Plan
County Deliverables:	Optional additional notes on interface

Task 25.19. VINE automatic update of offender status (Optional Task)

System shall interface with state VINE (Victim Information and Notification Everyday) to update a person's status in regards to being in jail/prison/post-prison supervision/probation/etc. See Attachment 1, sections Interface-15.

25.19.1.   Contractor Activities

1. Create Interface Specification Document.
2. Create interface.

25.19.2.   County Activities

1. Provide specification details for interface.

25.19.3.   Acceptance Criteria

1. Interface Testing Plan executed successfully and approved by County.

25.19.4.   Details

Duration:	(to be determined, 30-90 days)
Location:	Onsite or Remote
Contractor Staff:	Contractor business/technical leads
County Staff:	County business/technical lead and SMEs
Contractor Deliverables:	Interface Interface Specification Document Interface Testing Plan
County Deliverables:	Optional additional notes on interface

Task 25.20. [Task removed. This space reserved.]

Task 25.21. [Task removed. This space reserved.]

Track 26.   Testing

Task 26.1.   Develop and Execute Testing Plan

Testing activities will occur throughout the project as configuration is done, as staff are trained, and ultimately in acceptance of the project. Acceptance Testing shall be one of the final phases of the project, with a successful County-approved Testing Plan serving as the final set of Acceptance Tests required by the Information Technology Products and Services Contract. See also Attachment 1, section System-15.

26.1.1.   Contractor Activities

1. Create Testing Plan to include sections, at a minimum, on the following:
   a.   Case workflow.
   b.   Calendaring and scheduling.
   c.   Updating statutes.
   d.   Application of charges in cases.
   e.   Exhibits and discovery processes.
   f.   Document creation and automation including notices for victims and other parties.
   g.   Searches and reports.
   h.   Accounting/cashiering/time entry.
   i.   Other processes to be determined.
   j.   Dashboards.
   k.   Public portal.
   l.   Security settings and auditing.
   m.   Data conversion (as additionally addressed by plans described in Track 24).
   n.   Interfaces (as additionally addressed by plans described in Track 25).
   o.   Load testing simulations.
   p.   User acceptance testing by all levels of County users.

26.1.2.   County Activities

1. Provide input for Testing Plan.
2. Provide Use Cases for Testing Plan.
3. Optionally provide automated tests.

26.1.3.   Acceptance Criteria

1. County approve Testing Plan.
2. County approve Testing Plan results.

26.1.4.   Details

Duration: Ongoing activities throughout project.
                         Create full Testing Plan prior to Deployment.
                         Execute Testing Plan for 1 to 2 months prior to
                         Deployment/Go-live.
                         Execute Testing Plan during and after Deployment/Go-live

activities.

Location:	Onsite/Remote
Contractor Staff:	Contractor PM, business/technical Leads
County Staff:	County business/technical leads and SMEs
Contractor Deliverables:	Meeting minutes, Contractor Provide Use Case samples for Testing Plan Provide sample automated tests Testing Plan
County Deliverables:	
	Use Cases for Testing Plan Optional automated tests

Track 27.   Training

Formal training materials and activities for end-users are addressed in this Track. Training by default will occur for staff involved in project activities but this Track speaks directly to training for all users of the eProsecutor system. See also Attachment 1, sections System-15.

Task 27.1.   Create and Execute Training Plan

27.1.1.   Contractor Activities

1. Ongoing training activities during implementation for County personnel.
2. Create a Training Plan.
3. Provide basic user documentation in electronic, editable format.
4. Provide administrative user documentation in electronic, editable format.
5. Provide end-user course curriculum for eProsecutor in electronic, editable format.
6. Lead at least 3 full-day training workshops for County personnel at County premises.

27.1.2.   County Activities

1. Provide input for Training Plan and ultimately approve.
2. Prepare training facilities.
3. Schedule end-user training.
4. Lead additional training workshops after the first 3.

27.1.3.   Acceptance Criteria

1. Training Plan accepted by County.
2. Training workshops completed.

27.1.4.   Details

Duration:	End-user materials to be developed after configuration activities aside from Public Portal have been completed. 1 to 3 weeks to develop materials. 4-8 weeks for training activities.
Location:	Onsite location required for training workshops. Remote development of training materials is acceptable.
Contractor Staff:	Contractor PM, business/technical leads
County Staff:	County project team
Contractor Deliverables:	Meeting minutes, Contractor Training Plan

Track 28.   Deployment

A carefully executed deployment plan shall be created to facilitate a smooth transition to the eProsecutor system when it goes live. See also Attachment 1, section System-15.

Task 28.1.   Planning

28.1.1.   Contractor Activities

1. Create Production Cutover Plan with County input. Plan to include:
   a.   Date of go-live.
   b.   Deployment of interfaces.
   c.   Deployment of converted data.
   d.   Tracking deployment status.
   e.   Resolution of issues.
   f.   Performance verification.
   g.   Use case testing.

28.1.2.   County Activities

1. Provide input to Production Cutover Plan.

28.1.3.   Acceptance Criteria

1. Production Cutover Plan approved by County.

28.1.4.   Details

Duration:	1 to 3 months prior to go-live
Location:	Onsite/Remote
Contractor Staff:	Contractor PM, business/technical Leads
County Staff:	County project team
Contractor Deliverables:	Meeting minutes, Contractor Production Cutover Plan

Task 28.2.   Go-Live

28.2.1.   Contractor Activities

1. Deploy production configuration of eProsecutor
2. Deploy interfaces
3. Deploy data conversions
4. Conduct performance verification activities to include function and load testing.
5. Track deployment status and resolve issues

6. Post go-live, provide documented notes regarding go-live activities and execution of Testing Plan and Data Conversion Testing Plan after these activities are completed. Notes would include issues encountered, resolutions, etc.

28.2.2. County Activities

1. Test eProsecutor, interfaces, data conversions per Testing Plan and Data Conversion Testing Plan
2. Identify issues with deployment and alert project team
3. Verify eProsecutor performance
4. Verify interfaces performance
5. Add link Public Portal on County website when deemed ready by the County

28.2.3. Acceptance Criteria

1. Production Cutover Plan followed to County's satisfaction.
2. Testing Plan and Data Conversion Testing Plan executed successfully and approved by the County.
3. Notes received from Contractor regarding go-live activities and execution of Testing Plan and Data Conversion Testing Plan after above activities have been completed, within 1 week.

28.2.4. Details

Duration:	Throughout go-live date(s) and 1 or more days after go-live as described in Production Cutover Plan that will be created.
Location:	Onsite
Contractor Staff:	Contractor business/technical leads
County Staff:	County project team
Contractor Deliverables:	Meeting minutes, Contractor Post Go-live, Testing Plan, Data Conversion Testing Plan Notes

Track 29.   Technical

Task 29.1.   Setup Technical Environment

29.1.1.   Contractor Activities

1. Provide technical setup specifications.
2. Provide guidance and answers to questions regarding setup.
3. Provide instructions to update test servers with current production data.
4. Assist County with documenting backup and recovery plans and validate feasibility of those plans.

29.1.2.   County Activities

1. Setup production servers with guidance from specifications.
   a.   Application servers.
   b.   Database servers.
   c.   Portal application/database servers.
2. Setup staging/test servers.
   a.   Application servers.
   b.   Database servers.
   c.   Portal application/database servers.
3. Register domain for public portal.
4. Setup security certificates.
   a.   Internal servers.
   b.   Public portal.
5. Setup payment gateway accounts.
   a.   Production.
   b.   Testing.
6. Setup firewall rules.
7. Determine logging needs, configure.
8. Write backup and recovery plans.

29.1.3.   Acceptance Criteria

1. All testing, staging, and production environments setup.
2. Backup and recovery plans documented.
3. Instructions to update test servers with production data.

29.1.4.   Details

Duration:	Throughout project
Location:	Onsite/Remote assistance
Contractor Staff:	Contractor PM, business/technical Leads
County Staff:	County project team and technical staff
Contractor	Meeting minutes, Contractor

Deliverables:

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported	
	ADMIN	**Features related to maintenance of the system.**					
H	ADMIN-1	System shall be configurable and flexible to meet business growth demands.	X				
H	ADMIN-2	System shall keep track of statute revisions made and effective dates.	X				
H	ADMIN-3	System shall have dynamic input fields that grow in length based on inputted characters into fields when needed.		X			Field length is configurable.
H	ADMIN-4	System shall allow administrators to manage employees, volunteers, work study, or other personnel working with the system. System shall retain history of employees names and linked cases/assignments. System shall allow for users to be terminated, denied access, and preserve all history for that user.	X				
H	ADMIN-5	System shall allow for sealing cases, hiding cases, and expunging cases. Reason shall be provided for the seal/hide/expunge. Sealed/Hidden/Expunged cases shall be visible to only designated staff base on security role.	X				
H	ADMIN-6	System shall have ability to restrict access to specific cases, case types, documents and categories of cases based on security role. Adult and Juvenile records shall be wholly separate. Staff within Juvenile shall be the only staff to view Juvenile cases. Sealed and hidden cases shall be visible by only designated staff. Administrators shall have full access via a specialized role.	X				
H	ADMIN-7	System shall provide practices or procedures that govern the way business activities are performed.	X				
H	ADMIN-8	System shall provide management of documents and forms in user friendly interface by authorized users.	X				
H	ADMIN-9	System shall have a role based security structure in place in order to manage users' ability to access functions and features of the system. System shall utilize established roles and apply them to groups of users. Roles shall be configurable with granular rights to system functions as assigned.	X				
M	ADMIN-10	System shall allow the user interface to be changed to quickly adapt to changing business demands.	X				
M	ADMIN-11	System password requirement for a user shall be compatible with Windows Authentication and integrate with Active Directory. Other Agency or Public Portal (online) users shall have configurable password requirements that can include 1 or more of the following: minimum length of characters, presence of upper case, presence of lower case, numbers, and symbols.	X				

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
M	ADMIN-12	System shall have ability to add and update all criminal laws based on ORS including sections and subsections with tracking of each law as used in charges over time. Versions of laws shall have varying effective dates. System shall support law elements and modifiers with drop-down and substitute language portions based on the elements and modifiers. Modifiers shall also include Commercial Drug Offense. Aggravated and other modifiers shall alter or insert additional wording as designated. ODAA Indictment formbook to serve as a reference for creating and maintaining laws.	X			
M	ADMIN-12.1	Laws, elements, and modifiers shall be easy and straightforward to add and modify.	X			
M	ADMIN-13	System shall renumber Oregon Revised Statute numbering easily into new laws with new effective date range(s) while preserving existing laws and effective date range(s).	X			
M	ADMIN-14	System shall allow users to share law tables with other agencies and/or to be received from vendor.	X			
	CASE	**Features related to working with cases.**				
H	CASE-1	System shall support "In-Court" case processing screen allowing viewing of case events, images, notes, documents, and any other data critical to a court case proceeding.	X			
H	CASE-2	System shall record case disposition as defined and occasionally refined by the courts. System shall record multiple dispositions given for case over time. System shall track history of dispositions. System shall support reverse and remand with new disposition. System shall record reason for new disposition (appeal, etc.) System shall perform calculation of incarceration time as given from consecutive and concurrent times. System shall have workflow for disposition based on case type (Adult vs. Juvenile Delinquency vs. Dependency and special Court including Drug, Veteran, etc.). System shall record grid block information from disposition. System shall record details of parole and probation violations. System shall have ability to record sanctions imposed because of a event and with a reason provided.	X			
H	CASE-3	System shall manage cases with a person-centric model while also supporting case-centric views and functionality.	X			
H	CASE-4	System shall allow for multiple defendants in case.	X			

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
H	CASE-5	User shall be able to view all case employees and parties (defendants, witnesses, victims, parent/guardian of juvenile) and any related cases from a given case. This shall allow for viewing any conflicts.	X			
H	CASE-6	System shall provide capability to enter contact date/time, who was contacted, type of contact, who made the contact, location of contact, actions to be taken. This capability shall provide for logging of e-mails, phone calls, letters, etc.	X			
H	CASE-7	System shall allow for a description/text field that serves as a case summary.	X			
H	CASE-8	System shall support case statuses of at a minimum: Open, Closed, Pending-Charge, Pending-GJ, Warrant.	X			
H	CASE-9	System shall allow recording of arresting charges, prosecuting charges, final charges and disposition in an unlimited number of charges. Specific drugs are identified on drug charges including DUII. Reason for dismissal of a charge shall be able to be identified.	X			
H	CASE-10	System shall record confidential notes specific to case. (replace current paper Chronopage and be readily visible when viewing case)	X			
M	CASE-10.1	System shall easily identify or filter case notes by the prosecuting attorneys.	X			
H	CASE-11	Link charges to specific parties in case. Charges shall be associated with one or more defendant or co-defendant. Victims shall be associated with one or more charges.	X			
H	CASE-12	System shall allow for cases with no defendant. Such a case would include a different party (victim, etc.).	X			
H	CASE-13	System shall allow for defense attorney to be recorded for case and if attorney is court-appointed or retained. System shall allow for pro se legal representation to be recorded.	X			
H	CASE-14	System shall print subpoenas for multiple parties in a case at the same time or a single batch.	X			
H	CASE-14.1	System shall display all defendants and co-defendants associated on the subpoena.	X			
M	CASE-14.2	System shall save copies of subpoenas that were created/sent.	X			
M	CASE-14.3	System shall indicate the trial period(s) over one or more specific dates or date ranges on subpoenas.	X			
M	CASE-14.4	System shall indicate a specific day or days that parties are requested to be present on subpoenas.	X			
H	CASE-15	System shall support linked cases.	X			

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported	
M	CASE-15.1	System shall support less formal links to cases for related or associated cases.	X				
H	CASE-16	Upon adding an employee or person to a case, the system shall perform an automated check for any potential conflicts including Brady status of a person.	X				
H	CASE-17	System shall allow for an unlimited number of co-defendants, witnesses, victims, and other parties per case.	X				
H	CASE-18	System shall have ability to assign cases to a specific attorney, user, and a group/team.	X				
M	CASE-19	System shall allow for one or more categories (classifications) to be simultaneously assigned to a case from a pre-defined list.	X				
M	CASE-20	System shall permit user to print multiple documents at once from a document library of reference documents. System shall allow documents to be generated in a case relating to one or more parties simultaneously.	X				We provide a bulk printing functionality. Printing of multiple documents may be accomplished by business rules or by creating a packet of documents then printing using standard Windows functionality.
M	CASE-21	System shall have a configurable method to automatically generate case numbers. System shall support format of two digit year, followed by a hyphen, followed by a incrementing number, e.g. 16-1, 16-2, ..., 16-5000	X				
M	CASE-22	System shall permit events to be used for specific case tenant types (Adult or Juvenile) or case categories.	X				
M	CASE-23	System shall be able to record incident-specific details including address and gang affiliation, gang violence, gang category.	X				
L	CASE-23.1	Ability to geographically map incident addresses. A type of crime mapping to show trends and locations of crimes.	X				
M	CASE-24	A multi-charge action button shall provide ability to apply action to one or more charges simultaneously. (replacing No Action button functionality)	X				
M	CASE-25	Multiple documents selected by user shall be able to be created automatically by a user at once. Multiple documents shall be able to be created automatically by the system based on configurable rules.	X				Multiple documents are created using business rules.
M	CASE-26	System shall allow for tracking of property associated with a case including description, identifying numbers, location, and date information.	X				

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported	
M	CASE-27	Upon case opening and/or closing, system shall have ability to present survey/list of questions to capture meta-data. Meta-data would optionally be configured to include victim recanted, victim relation to perpetrator, cooperation level of victim, developmentally delayed child, intoxication, controlled substance(s) abused, technology used, DHS involvement. As much data as possible would be captured with normal case workflow or tracking of meetings with parties including victims.	X				
M	CASE-28	System shall have the ability to track the following information: custody status, bail amount, motions filed, ruling on motion, investigation requests and use of investigators (time spent on investigation, witnesses interviewed, photos taken etc.), expert witnesses (consulted, testified, expense authorization etc.).	X				
M	CASE-29	Weight of a case shall be computable via configurable formula. Formula to take into account charge, victims, victim ages, or other options. The case weight shall be used to assist with workload.	X				
L	CASE-30	System shall have ability to view information received from external systems and edit the information before merging into the system.	X				Information added by an automated data transfer is inserted as a new record and can be modified using standard update forms.
L	CASE-31	System shall allow for printing of labels for paper folders.	X				
	DOCUMENTS	**Features related to documents.**					
H	DOCUMENTS-1	System shall automate document production, management, and distribution.	X				
H	DOCUMENTS-2	Documents shall consist of forms, standardized letters, court documents, and subpoenas at a minimum. Documents shall be template based and populated with case specific data.	X				
H	DOCUMENTS-3	System shall auto-populate case specific data into a document that is generated within the system.	X				
H	DOCUMENTS-4	System shall allow privileged users the ability to create new documents and modify existing ones.	X				
H	DOCUMENTS-5	System shall support creating documents automatically for users if user needs to generate a specific document.	X				
H	DOCUMENTS-6	System shall associate documents to case(s).	X				
H	DOCUMENTS-7	System shall allow files to be dragged and dropped into case.			X		
M	DOCUMENTS-7.1	System shall allow for files to be dragged out of system onto user's computer.			X		
M	DOCUMENTS-8	System shall allow for generated documents where form fields are easily identifiable and populated via keyboard and mouse navigation.	X				

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported	
M	DOCUMENTS-9	System shall have print preview feature. Users shall be able to preview any document before it is printed.	X				
M	DOCUMENTS-10	System shall allow for a custom interactive dialog window to gather information to be used in a document as it is generated. Dialog is navigable by mouse or keyboard.	X				
M	DOCUMENTS-11	System shall allow storage of documents in various formats such as: .PDF, .DOC, .XLS, .MSG, .TXT, .JPEG, .TIFF, .MPEG4, .MOV and other popular media and file formats that meet business needs.	X				
M	DOCUMENTS-12	System shall be able to export documents to PDF format.	X				
M	DOCUMENTS-13	System shall be able to export documents to TIFF format.	X				
M	DOCUMENTS-14	System shall have drop-down menu for address selections when creating subpoenas.	X				
M	DOCUMENTS-15	System shall provide a secure file transfer portal for reports and media of outside agencies. (Currently use SFTP client, network shares, mail, fax)	X				
M	DOCUMENTS-16	System shall allow scanned (LaserFiche) or electronic documents to be sent from system via e-mail to internal and external addresses.	X				
M	DOCUMENTS-17	System shall allow for more than one document to be edited at one time.	X				
M	DOCUMENTS-18	System shall have ability to copy documents from one case to another. System shall have ability to copy portions of a document from one case to another.	X				
M	DOCUMENTS-19	System shall keep a revision history of all documents.	X				
M	DOCUMENTS-20	System shall allow documents to be viewed from remote portal on devices including tablets and smartphones.	X				
M	DOCUMENTS-20.1	Laserfiche documents shall be viewable.	X				
M	DOCUMENTS-21	System shall have ability to lock documents to prevent future editing, requiring that edits be saved in a new file	X				
M	DOCUMENTS-22	System shall have the ability to electronically sign documents.	X				
M	DOCUMENTS-23	System shall have ability to mark documents as sensitive and restrict access to a specified group. System shall optionally re-authenticate user before granting access.	X				
L	DOCUMENTS-24	System shall have the ability to electronically notarize documents.	X				
L	DOCUMENTS-25	System shall have ability to optionally color code and highlight fillable fields from rest of document template. (Specifically for UCJ plea offer document)	X				This can be done within fillable PDF forms.
	ENTITIES	**Features related to entities (persons, businesses, organizations, agencies, etc.).**					

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
H	ENTITIES-1	System shall allow for recording applicable VOCA special classifications per person and configurable for future changes. Currently the classifications are Deaf/Hard of Hearing, Homeless, Immigrants/Refugees/Asylum Seekers, LGBTQ, Veterans, Victims with Disabilities: Cognitive/Physical/Mental, Victims with Limited English Proficiency. System shall allow for special needs of entity to be recorded to include blind, deaf/needs interpreter, mentally/emotionally challenged, other, physically/medically challenged, transportation needed, wheelchair or future categories and comments so that appropriate accommodations can be made for trials or other meetings.	X			
H	ENTITIES-2	System shall allow for unlimited and historical record of each type of contact method (phone/address/etc as described in minimum below). Phone with labels including cell, home, message. Addresses with labels including home, work, mailing, legal, and notice-specific. (Notice address to be preferred by notification process. Documents to be generated to legal or mailing or home address as per a defined formula and influenced by the entity's preference.) E-mail with labels including personal, work. System shall allow contact preferences to be recorded. Including do not contact by phone, etc. Contact information shall be easily retrieved on summary screen or from any screen where entity is displayed via a click or similar action.	X			
M	ENTITIES-2.1	System shall record whether text messages are permitted or not for an entity.	X			
H	ENTITIES-3	System shall allow ability to merge person records if duplicates are encountered. Retain all information to include but not limited to: names, aliases, identifiers used for person record and for case specifically. Full log shall be maintained within system of what data was merged.	X			

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
H	ENTITIES-4	System shall track at least the following in a manner that is unlimited and preserving historical state: Last Name, Given Names labeled as Aliases or True Names Identifiers to include at a minimum: SSN, state ID number, driver's license, other agency numbers (FBI, CII, ICE, Warrant, LEDS, etc.). Date of Birth Gender Race/Ethnicity Inmate Status Information (release date, housing location) Associated DA case numbers, case types, charges, assigned attorney Associated Court case numbers User defined alerts (warrant status, next court date)	X			
M	ENTITIES-4.1	System shall track Gang Associations for an entity.	X			
H	ENTITIES-5	Attorneys shall have bar number recorded.	X			
H	ENTITIES-6	System shall support familial and other relationships between entities. (Including bio/step mother/father, sister, brother, half-sister, half-brother, partner, spouse, friend, known association, etc.)	X			
M	ENTITIES-7	System shall provide a summary screen which shall provide for the following: name, demographic information (i.e., address, phone number, DOB, etc.), case type, active charges, assigned attorney and investigator, user defined alerts (i.e., warrant status, and next court date), inmate status information (i.e., release date, housing location).	X			
M	ENTITIES-8	System shall allow users to view all involvements via a name search that identifies at a minimum all aliases, all cases, the person's relationship to the case (For example, client, defendant, victim, witnesses or parent/guardian of juvenile), and any associated charges and allow users to go directly to a chosen case. System shall have a "sounds like" (soundex) type search for names. System shall be able to search by agency or court number. System shall be able to search by date of incident.	X			
M	ENTITIES-8.1	System shall be able to search by other incident details including incident address.	X			
M	ENTITIES-9	System shall allow for Judges to be assigned to a case.	X			
M	ENTITIES-10	System shall allow for an entity to be classified as an agency and include ORI and 3 letter abbreviation for that agency.	X			
	INTERFACE	**Features related to desired interfaces with external systems.**				

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported	
H	INTERFACE-1	An Application Programming Interface shall provide extensibility with inward and outward directed interfaces for the system. The API shall allow for the County to retrieve data from the system. The API shall allow for the County to populate data into the system.	X				All Interfaces require customization. API is provided.
H	INTERFACE-2	WebLEDS is web-based software that presents a graphical interface to Oregon State Police (OSP) Law Enforcement Data System (LEDS). LEDS is the primary system used by all law enforcement agencies in Oregon to access state, interstate, and nationwide criminal record information.

System shall contain configurable method to launch command line application that submits a query to WebLEDS server. A specially formatted query with person information substituted from a person's record is generated based on the desired query. The command line and arguments are further documented by Marion County.

System shall display method/button for a specific person based on available information including the following queries:
Criminal Record (QH, QWH, QHD, QWHD, RR)
Driving Record (DLR, DLP)
Deparment of Corrections (QCD)
Public Safety Officer Lookup (QID) | | X | | | |
H	INTERFACE-3	System shall support export of payments received for county accounting purposes.		X			
M	INTERFACE-4	System shall support US Bank or an intermediary as a payment processor for receiving payments.		X			
M	INTERFACE-5	System shall contain a link to open CopLink software (website URL).		X			
M	INTERFACE-6	System shall be integrated with existing imaging database Laserfiche.
System shall link to Laserfiche via custom formed URL specifying a case number to search for. Laserfiche results shall include Adult, Victim Assistance, and Juvenile (where user has security rights to view the results). The URL format is documented by Marion County.		X			
M	INTERFACE-7	System shall provide streamlined automation with local law enforcement agencies.		X			
M	INTERFACE-7.1	System shall have shortcuts to retrieve external police agency records including PRIORS.		X			
M	INTERFACE-7.2	System shall support initiation of a case from a report received by outside agency. System shall support automatic initiation of case with limited or no supervision.		X			

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
M	INTERFACE-8	System shall interface with JJIS. Case Information and/or documents shall be able to be viewed within system or a shortcut from system.		X		
M	INTERFACE-9	System shall automate repetitive tasks within document editor. (replaces Word toolbar customization of DACMS) Note that Documents, as revised and created in new system, may reduce or eliminate need for these functions below. These functions shall optionally be available in the document editor: Adult case functions: - Joinder (inserts language specified from pop-up form) - Departure (inserts language specified from pop-up form). Juvenile case functions: - Youth (replace text "The defendant" with juvenile language) - Child (replace defendant with child) - Counts (replace "Count 01:" with Count A. ", etc.) - Conform ("/s/" next to district attorney and secretary names) - Allegations (inserts language based on selected allegations in pop-up form). These functions are further documented by Marion County.	X			
M	INTERFACE-9.1	Commands shall contain automation to use while editing documents in editor.	X			
M	INTERFACE-10	System shall send data for check printing of witness payments to financial system (FIMS check printing system) nightly. The file format and steps needed for the submission of data are further documented by Marion County. An ANSI text file contains one or more lines per person to allow for accounting of funds (testimony vs mileage). Data file and an empty file to indicate data is ready are uploaded nightly via file transfer to FIMS system.		X		
M	INTERFACE-11	Integration with Novell GroupWise. (calendaring, tasks,		X		
L	INTERFACE-11.1	System shall integrate with GroupWise calendaring. Appointments shall be inputted or dragged and dropped from any DDA calendar either from GroupWise to CMS or vice versa. Alternatively, continuously synchronize GroupWise calendar and CMS calendar.		X		
L	INTERFACE-11.2	System tasks/ticklers shall integrate with GroupWise.		X		

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported	
L	INTERFACE-11.3	E-mails shall be able to be dragged and dropped into the system.		X			We provide an Outlook plug-in which allows the upload of emails within Outlook.
L	INTERFACE-12	System shall interface with local circuit court.		X			
L	INTERFACE-12.1	System shall have shortcut to open OECI (eCourts) and File & Serve.		X			
L	INTERFACE-12.2	System shall process notifications from Court and update case information automatically. System shall optionally have ability to ignore updates for closed cases based on case type and user preference. (Juvenile)		X			
L	INTERFACE-12.3	System shall streamline process to submit documents to File & Serve. Number of steps required shall be minimized. System shall have shortcut to open File & Serve.		X			
L	INTERFACE-13	System shall allow for photos to be displayed for entities. System shall optionally allow for interface to other systems to retrieve photos.	X				
L	INTERFACE-13.1	System shall display booking photos of people.	X				
L	INTERFACE-13.2	System shall display DMV photos of people.	X				
L	INTERFACE-14	System shall interface with human resource system (FIMS) for a master employee list of desired departments. Contact information shall be updated for employees.		X			
L	INTERFACE-15	System shall interface with state VINE (Victim Information and Notification Everyday) to update offender status in system.		X			
L	INTERFACE-16	System shall have ability to export calendar to external systems. (ical, etc)		X			
	NOTIFICATION	Desired Notification Capabilites					
H	NOTIFICATION-1	System shall automatically notify entity of case status and event changes by mail and/or email.	X				
H	NOTIFICATION-1.1	A person/organization shall be able to opt-out of notifications.	X				
M	NOTIFICATION-1.2	System shall have ability to automatically notify entity of case status and event changes by text message.		X			Interface. We integrate to SMS. However, there is a per text cost that the agency will have to pay.
H	NOTIFICATION-2	System shall permit entities including attorneys, other agencies, employees, groups of staff, or classification of staff to receive copies of notifications sent to victims. System shall allow any entity associated with a case to receive notices.	X				
H	NOTIFICATION-3	System shall use notice templates that are specific to defined events and case status changes. System shall allow for event and case related information to be included in notification.	X				

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported	
M	NOTIFICATION-3.1	System shall allow for multiple events (past and/or future) to be listed within a single notification.	X				
H	NOTIFICATION-4	System shall send Victim Rights packet or link to victims with initial notification.	X				
M	NOTIFICATION-4.1	Victim Rights packet shall optionally include documents only sent based on case category (SB416 or other).	X				
H	NOTIFICATION-5	System shall permit viewing of notifications sent as they were actually sent.	X				
L	NOTIFICATION-5.1	System shall support storing notices sent in a Laserfiche archive.		X			Interface
M	NOTIFICATION-6	System shall allow for configurable type of delivery per individual, electronic e-mail, electronic text message, paper. The preference can be recorded by system users or by the entity via public portal.	X				
M	NOTIFICATION-6.1	System shall use a formula configured for preferred order of addresses in generating notices. The preference may also be specified by the entity being notified.	X				
M	NOTIFICATION-7	System shall be able to send or queue a corrected notification based on the original (because of an address/name/spelling error).	X				
M	NOTIFICATION-8	System shall permit English, Spanish, Russian, and any number of language versions of notification text. Language preference to be indicated in entity attributes. Alternate language text would be manually specified.	X				
M	NOTIFICATION-9	System shall allow for entities to be excluded from notifications if specified as an entity attribute or as a rule within the notification rules. (An entity itself can be marked to not receive any notifications)	X				
M	NOTIFICATION-10	System shall have configurable schedule and delays for sending electronic notifications. System shall have configurable time that paper notifications are created.	X				
M	NOTIFICATION-11	System shall report errors as a batched report when notices fail to print/e-mail/text. Errors will identify specifically which notices to which individuals failed. Logs will indicate which notices were successful. Error alert will be sent to specified group.		X			
M	NOTIFICATION-11.1	Error alerts for case type (Juvenile vs Adult) shall be able to be configured and sent to separate groups.		X			
M	NOTIFICATION-12	System shall permit notification of entities if a case type changes or an event is modified (rescheduled) or deleted or other custom conditions.	X				
	REPORTS	**Features related to desired reporting capabilities.**					
H	REPORTS-1	All existing reports shall be converted or replaced.	X				

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported	
H	REPORTS-2	Reports shall use one of several standard headers. Reports shall use one of several standard footers including when report was run. Reports shall include a description that optionally is displayed on finished report. Reports shall include parameters that optionally are displayed on finished report. Reports shall support external Microsoft SQL Server Reporting Services.	X				
H	REPORTS-3	System shall allow for ad hoc and saved reports as created by users. Created reports shall have ability to be shared with other users.	X				
H	REPORTS-4	System shall allow staff to find newly generated cases where victims would not receive a mailing/notification quickly enough. The retrieved list will include phone numbers and other contacts as configured. System shall allow for entities to be marked as contacted ("Quick Set"). Quick Set Report shall be able to be run manually. Quick Set Report shall be able to run automatically and sent to individual or group.	X				
M	REPORTS-4.1	Quick Set Report shall run automatically daily at 11am and 4pm. Monday's report shall run at 11:30am instead of 11am.	X				
H	REPORTS-5	System shall include scheduled generation of reports and transmission via e-mail.	X				
M	REPORTS-6	System supports configurable components inside of report template that can be updated in a single location and affect all reports that use component.		X			Configurable components can be accomodated in searches. SQL reports would need to be updated.
M	REPORTS-7	System reports shall be able to use a current point in time and/or date and time range as specified via user or date formula (previous year, year to date, etc). System reports shall support multiple paper sizes and viewing layouts. System reports shall include ones for statistical and managerial purposes. System reports shall include caseload for specific teams. System reports shall include a summary report of an individual to describe demographic information (i.e., name, address, phone numbers, DOB, social security number, warrants, corresponding charges, co-defendants, victims, witnesses and assigned attorney, etc. as configured)	X				
M	REPORTS-8	System shall allow reports to be generated within the system and exported in multiple formats including PDF, Word, Excel, RTF, TIFF, CSV, and text.	X				

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
M	REPORTS-9	System shall provide for reporting of disposition details in summary over time. Filters for report shall include prison, deferred sentence, probation, misdemeanor/felony, dismissed and the reason for the dismissal.	X			
M	REPORTS-10	System shall support a report that will allow to view how many people with a status of victim were later reported to commit a crime.	X			
	SECURITY	**Features related to security.**				
H	SECURITY-1	System shall comply with FBI CJIS Security Policy to include encryption of data in transit and at-rest.	X			
H	SECURITY-2	System shall comply with PCI standard and protect payment information.	X			
H	SECURITY-3	System shall be compliant with State of Oregon records retention archiving rules as stated in Oregon Administrative Rules (OAR) 166-150-0095 or any other applicable OAR.	X			
H	SECURITY-4	System shall provide secure accessiblity, and allow for the transfer of electronic information for outside agencies and the public.	X			
H	SECURITY-5	System shall be able to track the date/time and author associated with any changes made in the system.	X			
H	SECURITY-6	System shall have the ability to have logs of the system modification performed by all users to be reviewed by the System Administrator.	X			
H	SECURITY-7	System shall permit only authorized screens, functions, or menus for a user.	X			
H	SECURITY-8	System shall have, via administrative user, the capability to lock individual users out of the system. System shall provide for an administration console to add or remove users and roles for access.	X			
H	SECURITY-9	System shall ensure the confidentiality and integrity of all files within the software application.	X			
H	SECURITY-10	System shall have the ability to seal data for legal purposes, with the ability for an override capability at defined security level.	X			
H	SECURITY-11	System shall allow administrators to lock individual types of cases, individual cases or documents from being accessed and/or edited by a group or individual.	X			
H	SECURITY-12	System shall allow administrators to create public and other agency portal (online) users, reset passwords, specify password complexity, and have role-based security to restrict what information is accessible and readable or writable.	X			
M	SECURITY-12.1	Portal system shall allow for notices to be sent about case status change including events moved or cancelled.	X			

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
H	SECURITY-13	System users shall have proper security clearance to make system wide changes	X			
H	SECURITY-14	System shall have a secure login and secure communications between all components of the system, across all connections.	X			
M	SECURITY-15	System shall support multiple factors while logging in, in addition to password. (one-time password, etc.)	X			
M	SECURITY-16	System shall provide the ability to define rights to view reports and groups of reports as to whether a user can view, move, delete, or copy a report.	X			
	SYSTEM	**Desired features related to operation of the entire or majority of the system, particularly underlying functionality.**				
H	SYSTEM-1	System shall support working from remote location (outside of worksite).	X			
H	SYSTEM-2	CMS must be web-based or give users the ability to access away from their desk. A key element of the DA's vision is to provide secure access to case information and documents at any time and from anywhere that has internet access. Such access must be two-way, allowign users to retrieve and submit information and documents using a web browser. Most of the components of the CMS must support this web access for both internal and external users, thereby improving public service and supporting buiness continuity in the event the physical department is not available.	X			
H	SYSTEM-3	System shall contain automated alerts and notifications.	X			
H	SYSTEM-4	System shall have ability to adapt to paperless processes.	X			
H	SYSTEM-5	System shall contain all data from existing DACMS in new system. (Data, Documents, Images, Reports, etc.)	X			
H	SYSTEM-6	The County has limited development resources and is seeking a vendor who can provide a full system migration, including all development, data, documents, images, and reports.	X			
H	SYSTEM-7	The County will host the database and client software on County owned hardware. No hosted solutions will be considered.	X			
H	SYSTEM-8	System shall flag entities (witnesses or officers) as Brady status. When entity appears in case it shall have a color or mark to indicate Brady status.	X			
H	SYSTEM-9	System shall be compatible with Microsoft Office Suite version 2007 and newer.	X			

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
H	SYSTEM-10	System shall have ability to receive and process discovery requests electronically in addition to physical paper and media. Electronic discovery shall have audit trail including confirmation that materials were retrieved. Physical discovery shall have receipt printing functionality and record keeping as audit trail. Physical discovery process shall optionally have ability to print a receipt and then scan it. Discovery shall support Adult cases. Discovery shall support Juvenile Delinquency cases.	X			
M	SYSTEM-10.1	System shall allow for discovery to be easily added to case.	X			
M	SYSTEM-10.2	System shall allow for discovery to easily be moved to another location.	X			
M	SYSTEM-10.3	System shall support notifying attorneys of new discovery available.	X			
M	SYSTEM-10.4	System shall support service copy of materials. System shall support notification of service copy being available.	X			
H	SYSTEM-11	System shall have an alert of duplicate of case numbers and/or prevent duplicate case numbers.	X			
H	SYSTEM-12	System shall be multi-tenant to accommodate Adult, Juvenile Delinquency, Juvenile Dependency, and Outreach case management requirements. Case event types shall be specific to Adult and Juvenile.	X			
H	SYSTEM-13	System shall allow for recording of payments to the County for Discovery or other purposes. Amount charge for discovery shall be configurable based on what is requested. Amount shall be able to be billed to another organization or provided at no cost. (Appointed attorneys, pro se, etc.)	X			
H	SYSTEM-13.1	System shall allow for receipt of checks to pay for discovery.	X			
H	SYSTEM-14	System shall allow for secure exchange of restricted information to partner law enforcement agencies via a portal with named user accounts associated to specific agencies. System shall easily provide list of all users within a specified partner agency.	X			
H	SYSTEM-15	System shall exist in separate test and/or training environment in identical configuration to production. System shall have ability to re-populate data and configuration from production.	X			

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
H	SYSTEM-16	System shall allow users to conduct searches for records using many combinations of search criteria, including but not limited to the following: name, phonetic name, partial name, address, partial address, street name, city, zip code, charge, level of offense, court case, case types, active warrants and status, police report numbers, social security number, date of birth, co-defendants, assigned attorney, and court case number. Searching for a case number regardless of agency shall be supported. System searches can be built with a simple filter or a query builder. System shall have a "sounds like" (soundex) type search for names. System shall be able to search by agency or court number. System shall be able to search by date of incident.	X			
M	SYSTEM-16.1	System shall be able to search by other incident details including incident address.	X			
M	SYSTEM-16.2	System shall be able to search by gang association.	X			
H	SYSTEM-17	System shall contain a calendaring system.	X			
H	SYSTEM-17.1	Calendar shall support court appearances.	X			
H	SYSTEM-17.2	Calendar shall have ability to schedule appointments including date, time, location, purpose, appointment and post interview status, linked to court case.	X			
M	SYSTEM-17.3	Calendar shall support multiple people in appointments, multiple users have access to shared calendars.	X			
M	SYSTEM-17.4	Calendar shall support viewing other users' calendars.	X			
M	SYSTEM-17.5	Calendar shall support double booking warnings.	X			
M	SYSTEM-17.6	Calendar shall have ability to display and print individual, group, and department-wide calendars.	X			
M	SYSTEM-17.7	Calendaring shall optionally have a field in initial/home screen for the next scheduled appointment(s).	X			
M	SYSTEM-17.8	Calendar shall have ability to automatically print court and appointment interview calendars at a predetermined time of day.	X			
M	SYSTEM-17.9	Calendar shall have ability for the system to automatically check for State and National Holidays and alert the user when scheduling an appointment (i.e., setting a court date).	X			
M	SYSTEM-17.10	Calendar shall have ability for the system to exclude weekends.	X			
M	SYSTEM-17.11	Calendar shall have ability for the system to create regular/normal working schedule of available times.	X			
M	SYSTEM-17.12	Calendar shall support view displaying judge and all activity in a room for a specified day. Calendar shall support view displaying all events with a specified judge for a specified day.	X			

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported	
M	SYSTEM-18	System shall utilize Active Directory user login for authentication. System shall utilize AD groups for security and roles.	X				
M	SYSTEM-19	System shall auto save data at a configurable interval when user is working on a document. System shall save data on screens at a configurable interval.				X	This is a word processor feature like in Microsoft Word where a document is being worked on.
M	SYSTEM-20	System shall support keyboard shortcuts to insert commonly used text elements to avoid typing out commonly used phrases. Optionally, users shall be able to have text replaced automatically as they type. Users shall have ability to add to their account's set of autotext substitutions.	X				
M	SYSTEM-21	System shall back-up data every night. This functionality may be implemented by standard County processes at the discretion of the County. System transaction logs shall be maintained throughout the day to trace all transactions.	X				
M	SYSTEM-22	System shall have provision for business continuity through offline mode and related Disaster Recovery Capability.		X			
M	SYSTEM-23	System shall include a button that copies basic case information to clipboard. E.g.: DA Case #: SMA 10-3182 TEST PERSON DEFENDANT (DOB: 1/1/1111) Ref Agy Case #: SMS 10-00001 Court Docket #: CR10123456	X				
M	SYSTEM-24	System shall have a customizable dashboard (separate or same as the initial/home screen).	X				
M	SYSTEM-25	System shall have configurable initial home screen when opened.	X				
M	SYSTEM-26	System shall perform configurable validation as data is entered.	X				
M	SYSTEM-26.1	System shall support verification of address as entered, automatically and via a link/click. System shall be able to automatically populate zip code from address or by a simple link/click.	X				
M	SYSTEM-26.2	System shall identify similar names when entering new entities.	X				
M	SYSTEM-27	System shall allow users to make edit or "mark-up" images that are scanned into the system.	X				
M	SYSTEM-28	System shall include a portal for victims with restricted case and event information. System shall include ability to provide subscription based notification to changes for cases. System shall provide optional notification to victims when an address or e-mail is updated via the portal.	X				

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
M	SYSTEM-29	System shall allow user to save scan documents directly into the system in a specified scan document database.	X			
M	SYSTEM-30	System shall perform Optical Character Recognition functionality on imaged documents to allow for searching.	X			
M	SYSTEM-31	System shall allow viewing of documents from public portal if user has correct access.	X			
M	SYSTEM-32	System shall have ability to navigate through screens and functions by keyboard shortcuts and tab key in addition to mouse.	X			
M	SYSTEM-33	System shall support combination of paper and electronic records and documentation.	X			
M	SYSTEM-34	System shall support notification of workflow activities, alerts via e-mail. Investigators and any case associated personnel shall optionally receive notice if case is assigned or case status changes or is closed.	X			
M	SYSTEM-35	System shall permit e-mail messages and files to be sent from within the system.	X			
M	SYSTEM-35.1	System shall be able to send secure messages/files with sensitive contents through a secure means.	X			
M	SYSTEM-36	System shall allow recording of cash payments. System shall calculate appearance amount due and calculate mileage based on configurable reimbursement rate per mile. System shall print receipts for cash payments. System shall have reporting ability for payment history. System shall prevent editing of cash payments unless role grants permission (supervisors can make corrections)	X			
M	SYSTEM-37	System shall be usable over a WiFi connection.	X			
M	SYSTEM-38	System shall support electronic signatures.	X			
M	SYSTEM-39	System shall support a system lockout as appropriate per policy. System shall return to screen upon unlocking without losing data.	X			
M	SYSTEM-40	System shall support events and workflows for specialized courts (Veteran, Mental, and Drug courts).	X			
M	SYSTEM-41	System shall have a process to update cases quickly with information received from the Courts in non-electronic format. (Ability to manally update multiple cases as quickly as possible.)	X			
M	SYSTEM-42	System shall have the ability to send individual or group emails and individual text messages to entities in the system, and to automate these messages.		X		

Interface

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported	
M	SYSTEM-43	System shall have the ability to create obvious alerts/notice when entering a specific case to provide important information to anyone reviewing that case.	X				
M	SYSTEM-44	System shall have the ability to track or log time spent on tasks, court appearances, etc. by users.	X				
M	SYSTEM-44.1	System shall have a stopwatch timer. System shall allow for elapsed time to be manually entered.	X				
M	SYSTEM-45	System shall permit media and media description to be stored or links to media and descriptions of media.	X				
M	SYSTEM-46	System shall have a print screen ability so that current screen can be printed.	X				
M	SYSTEM-47	System shall have version number easily accessible and viewable.	X				
M	SYSTEM-48	System shall support Optical Character Recognition of documents already in system.	X				Requires user-supplied OCR software at time of scan or thereafter. See System - 30
M	SYSTEM-49	E-mails shall be able to be dragged and dropped into the system.			X		
M	SYSTEM-50	Cursor in screens shall default to a designated field for easy keyboard data entry and navigation.	X				
L	SYSTEM-51	System shall support a process for scheduling grand jury (room resources or otherwise) and needed documents.	X				
L	SYSTEM-52	System shall have ability to print barcodes on print outs that can be used by bar code readers to provide automation.	X				
L	SYSTEM-53	System shall have ability to mark documents with a Bates stamp.	X				
L	SYSTEM-54	System shall permit calculation of real time and historical metrics related to configurable Key Performance Indicators.	X				
L	SYSTEM-55	System shall allow user to change dash board appearance to fit their preference.	X				
L	SYSTEM-56	System shall search and identify address matches upon entry to any and all defendants, minors, relationships who are in the system.	X				
L	SYSTEM-57	System shall have the ability to assign weights to charges and cases for the purposes of tracking workload of attorney and groups of users (teams).	X				
L	SYSTEM-58	System shall have option of clickable addresses that launches a map indicating location.	X				
	VICTIM	**Features specific to the Victim Assistance Division and/or management of Victims including contacting, tracking interaction, and reporting needs.**					

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
H	VICTIM-1	System shall record victimization details including intake date, CVC number, CVC accepted/denied status and date, total restitution requrest, restitution ordered, CVC restitution requested, CVC restitution ordered, incident date, abuse reporter, abuse type, DHS case number. System shall record insurance information relatable to victimization including insurer, contact information, claim number, insured name, policy number, insurance type, adjuster name.	X			
H	VICTIM-2	System shall allow for entry of Victim of Crimes Act Survey Form responses per person per case. Survey responses shall be able to be reported on. Documents shall be able to insert VOCA-related survey information and structure document based on survey responses.		X		
H	VICTIM-3	System shall have ability to record data specific to VAWA and report on those statistics.	X			

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
H	VICTIM-4	System shall allow for Victim Abuse Type to be recordable per person per case. Types shall be defined as the following and allow for future changes while preserving history of types recorded: Adults sex abused as child Arson Adult Physical Assault Adult Sexual Assault Bullying Burglary Violation of Court Prot Order Child Pornography Child Physical Abuse/Neglect Child Sexual Abuse/Assault Elder Abuse/Neglect Hate Crime Rac/Rel/Gen/Sex/Oth Human Trafficking: Labor Human Trafficking: Sex Kidnapping (custodial) Mass Violence ID Theft/Fraud/Financial Crime Kidnapping (non-custodial) Other - Property Stalking Robbery Survivor Homicide Victims Terrorism (domestic/internat) Teen Dating Victimization	X			
H	VICTIM-5	System shall have ability to record services provided to clients and report on those statistically.	X			

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
H	VICTIM-6	System shall allow for recording of Victim Services Provided per person per case. Types of services shall be defined as the following and allow for future changes while preserving history of types recorded: Assisted with CVC application Criminal justice advocacy/accomp Crisis intervention and safety planning Emergency Financial Assistance Immigration assistance Individual advocacy (benefits, prop ret) Info about criminal justice process Info about victim rights, how get notice Interpreter services Intervention with emp,cred,land,academic LE interview advocacy/accomp Notification of CJ events Notification Other emergency justice-related assist On-scene crisis response Other Prosecution interview advocacy/accomp Referral to other victim service prog Referral to other services, supports, rc Relocation assistance Restitution Assistance Reunfication Spanish Court Accomp Vic Advo/accomp to med forensic exam	X			
H	VICTIM-7	Victim notification shall be generated automatically (based on case events or being added to a case).	X			
M	VICTIM-8	System shall have a notice address recordable for an entity.	X			
M	VICTIM-9	Victim Rights Packets (set of notices that are mandatory to send) shall be included in notifications for each case and specific to case type and entity's role.	X			
M	VICTIM-10	System shall allow any kind of entity within a case to have victim services recorded for that entity (person, business, etc).	X			
M	VICTIM-11	System shall have ability to record multiple services quickly and designate the entity and case that those services were provided for.	X			

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
M	VICTIM-12	System shall allow users to track victim losses to be used for restitution and restitution assistance.	X			
M	VICTIM-13	System shall have a specialized form allowing for recording of results from standard form in Oregon Adult cases. Victims request specific rights. Responses shall be able to be reported on. System shall automatically generate document related to right to withhold personal contact information from defendant. System shall be able to automatically send this rights request.	X			
M	VICTIM-14	System shall have a specialized form allowing for recording of results from standard form in Oregon Juvenile cases. Victims request specific rights. Responses shall be able to be reported on.	X			
M	VICTIM-15	System shall include a victim advocate portal for victim advocates to track services provided. This portal may be a specialized role within normal system and/or based on physical location. Advocates shall be able to update contact information (retaining history). Advocates shall be able to enter comments. Advocates shall be able to create and save documents (including letters).	X			
M	VICTIM-16	System shall allow for separate agency users to record victim services without seeing primary agency's records. District Attorney Victim Assistance is the primary agency. Parole and Probation is the secondary agency.	X			
M	VICTIM-17	System shall allow for assignment of a case victim advocate. The victim advocate assigned shall depend on the type of case.	X			
M	VICTIM-18	Victim communication preference shall be easily identifiable (phone, e-mail, etc.)	X			
M	VICTIM-19	System shall have a Parole & Probation victim advocate or group of advocates. The Parole & Probation advocates shall not be able to see records of services provided by other victim advocates.	X			
	WORKFLOW	**Features related to workflow, task assignments, etc.**				
M	WORKFLOW-1	System shall allow for notifications to other teams, court, or individuals that case is ready to review or requires action.	X			

Priority	ID	Feature Description	Currently Supported	Supported with Exceptions	Will be Supported in New Release within 1 year	Not Supported
M	WORKFLOW-2	System shall allow for users to send tasks incorporating case information to other users, with due dates and completion reminders/notifications. System task assignments shall include fields allowing for notes and type of evidence requested if applicable. System tasks shall be able to be sorted on priority and due date. Task priority shall be easily visible.	X			
M	WORKFLOW-3	System shall support ability to send a task to an external agency (for records or evidence request, etc) and manage the task as a District Attorney user.	X			
M	WORKFLOW-4	System shall have ability to send alerts if a work element extends past a configurable length of time. System shall have ability to send reminders based on events. Dashboard shall support displaying system reminders. Alerts/reminders shall be able to be viewed in a report format.	X			
M	WORKFLOW-5	System will permit management of tasks/ticklers within system. A team/group and supervisor shall be able to receive reminders/alerts.	X			
M	WORKFLOW-6	System shall permit a task assignment to an investigator that is linked to a list of needed interviews or a report of needed interviews.	X			
M	WORKFLOW-7	System shall have ability to track subpoena status. Served, pending, bad address, etc.	X			

Attachment 2

STATEMENT OF WORK Reports

January 23, 2017

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Report name	Description
ADMIN	
Cases Associated with a Statute and Effective Date	
Cases for Referring Agency By DDA	
Cases No Actioned Untimely Receipt of Reports	
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Database and terminated Employees	
Database Users	
Expungement Events By Date	
Juvenile Cases Opened on a Particular Date	
Open and Warrant Cases by Selected Year	
Outdated Clients	
PB Error Log	
Pending Charging Sex Cases	
Sex Crimes Files for a Year	
Updated By User	
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Advocate Clean Up	
Agency Cases Monthly	
Agency Cases Yearly	
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Annex Appearances	
Annex By DDA	
Annex Monday	
Annex Tomorrow	

Report name	Description
Atty Cases Monthly	
Atty Cases Monthly2	
Ballot Measure 57 Cases	
Ballot Measure 57 Worksheet	
BM5	
Cart Review Cases	
Case Category Detailed	
Case Category Summary	
Cases in Warrant Status by Agency and Date	
Cases with a DUII and a Person's Charge	
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Charge Stats ORS	
Charge Stats ORS Filed	
Conflict Report Don Abar	
Convicted	
Count of ORS' Filed During a Time Period	
Courtroom E Future Events	
Criminal Mistreatment Cases Filed	
CTAF Event Status With No Future Event Dates	
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DAFutureEvent_sub	
Dec Dart	
Dec Dart by ORS	
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Report name	Description
Dependency Drug Affected Children	
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Dismissed	
Diversion	
DMVL Cases Disposed Yesterday	
DMVL Cases in Warrant Status	
DMVL Filed Cases By Received Date	
Downtown Appearances	
Drug Cases Plead Guilty	
Drug Charge Statistics by RefAgy	
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Drug_cases_filed	
Drug_cases_notfiled	
DUII Charges Filed by Received Date Range	
DV Cases By Referring Agency	
EDP Cases	
Elder and Disabled Adult Abuse	
Elder and Disabled Adult Abuse Sub	
Endangering the Welfare of a Minor Cases Filed	
Events On SatSun	
Fire - Trial List	
Fire Arm	
Fire Arm Gypl	
Fire Arm Prosectued	
Fire Arm Trial	
Go List	

Report name	Description
Grand Jury List for Member Notes	
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Hitda	
IC	
ICSub	
InakeSub	
InakeSub_2	
Intake	
Intake2	
Katie All	
Katie163	
Katie2	
Katie475	
Mental Health Court Cases	
Meth Cases Filed	
Meth DCS Cases Filed	
Meth Strike Force	
Meth Strike Force Dispo	
Meth Substantial Qty	
MethDrug Charge Statistics	
MethDrug Charge Statistics Filed	
MisFel Cases Summary	
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Need to Close	
No Action	
No Action Case Summary	

Report name	Description
No Action Drug Case Summary	
No Defendant	
NoActionMonthly	
Non-Adult Ballot Measure 11 Cases by Date Range	
Officer Appearance	
OJIN Court Cases	
Open Aggravated Murder and Murder Cases	
Open Ballot Measure 11 Cases	
Open Ballot Measure 11 Cases No Warrants Order By Case Number	
Open Ballot Measure 11 Cases No Warrants Order By Seriousness	
Open Ballot Measure 11 Cases Sub	
Open Closed	
Open Pecg Pegj	
Open Pecg Pegj2	
Oregon State Hospital Cases	
ORS Case Count	
ORS Cases	
PCS Cases Filed	
PCS Meth Cases Filed	
PEC's Report	
PendingCharging	
Persons Crime Cases in Warrant Status	
Police Officers	
Preliminary Hearings	
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Report name	Description
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Secretary Case Load	
Senate Bill 1092 Report	
Seq Number0	
Sex Crimes	
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Trial List	
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Updated By	
Updated By Sub	
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Active Court Event Status Codes	
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Report name	Description
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Employee Role Codes	
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Adult Cases That Have No Referring Agency Association	
Archive Misdemeanor and Violation Cases	
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Arraign event changed	
Cases In Warrant Status With No Docket Number	
Cases That Have The DV Box Checked And No DMVL Case Category	
Cases With A Charge With Dispo No Filed Dt	
Cases With No Attached Charges	
Cases With No Notice Arraign Date	
Clients Not Attached To Anything	
Clients that were not entered in time for VBR Notice	
DA Case Number Agency Case Number and Agy Equal	
DA Cases With No Events Or Charges	
Deleted Defendant	
Delinquency Cases That Have A Disposition And Have No Future Events	
Dependency Cases That Have A Dispostion And No Future Events	
Evidence Dispositions	
Juvenile Cases That Have A Filed Date Earlier Than The	

Report name	Description
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Juvenile Cases With No Events Or Charges	
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Pending Charging Adult Cases With No Future Dates	
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Activity by Employee Condensed	
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DDA Future Event by Location	
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Discovery	
J Attorney Case Load	
J Intake	
J Intake Sub	
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Juvenile Intake Dependency	
Meth Parent	

Report name	Description
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Annette Audit Report	
Annette Caseload	
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Advocate Case Status	
Advocate Case Status SubVics	
Agency Cases Yearly with Victims	
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Burg I Cases with and without Advocates	
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Case Manager Case Load Change Confilct	
Cases on Supervised Probation with Restitution	
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Cases with specific ORS with and without Advocates	
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Cases With Victims and No Victim Basic Rights	

Report name	Description
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Closed Cases With Restitution Ordered but No Probation or Incarceration	
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Dependency Cases Defense Attorney Assigned Prior Day	
Domestic Violence Cases on Probation	
Domestic Violence Involved Veteran's Court Cases	
Domestic Violence Strangulation Cases with and without Advocates	
Failure Notices	
Future Notices	
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HB 3634	
HB 3634 Sub	
Juvenile Victim Rights Sent	
Kim's Yearly Filed Charges Stats	
List Admit Deny Events for Yesterday	
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Notices	
Notices Victims	
Notifications	
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Report name	Description
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Restitution Ordered	
Restitution Requested	
Robbery I Cases with and without Advocates	
Sex Related Cases that have No Case Manager	
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Stalking Cases Filed	
Total Victims Basic Rights Notifications Sent	
Upcoming Restitution Hearings	
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Veteran's Court Cases	
Victim Basic Rights Notifications	
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Victim Rights Survey Answers 2013 Adult Summary	
Victim Rights Survey Answers 2013 Juv	
Victim Rights Survey Answers 2013 Juv Summary	
Victim Rights Survey Answers post HB3634	
Victim Rights Survey Answers post HB3634 Summary	
Victim Rights Survey Answers pre HB3634	
Victim Rights Survey Answers pre HB3634 Summary	
Victims By Advocate (Spanish speaking)	
Victims Missing V_PROHIBIT_ADDRESS_TEL Document	
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Report name	Description
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VAWA	
DMVL Cases	
DMVL FireArm Cases	
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Va_doj_1_mis	
Va_doj_3_mis	
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Vawa Age	
Vawa Clients Served	
Vawa Demographics	
Vawa DMVL DVA	
Vawa Ethnicity	
Vawa Gender	
Vawa Language	
Vawa No Contact Fel	
Vawa No Contact Mis	
Vawa NOACTION	
Vawa NOADV	
VAWA Relation	
Vawa VADContact	

Report name	Description
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Services Provided by a Particular Advocate	
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Survey Answers Bilingual Advocate	
Survey Answers DV Case Manager	
Survey Answers Restitution Advocate	
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Survey Answers Summary Bilingual Advocate	
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Survey Answers Summary DV Case Manager	
Survey Answers Summary Restitution Advocate	
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Attachment 3

STATEMENT OF WORK Documents

January 23, 2017

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517 total documents listed.

Document name	Description
CRIMINAL	
416LTR	
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AIDASST	
AIDASTO	
AMEND UCJ MO	
AMEND UCJ MO_GEN	
AMEND UCJ MO_REST	
APP_REQUISITION	
APP_REQUISITION_CONV	
APP_REQUISITION_LTR	
APPEAR_F	
APPEAR_M	
APPLTRSPAN	
BLAKELY_LTR	
BLAKELY_NOTIFICATION	
BLAKELY_ORD	
BLAKELY_RESPONSE	
BLANK	
BLOODMOT	
BLOODORD	
BM57_DATA_FORM	
BPAROLE	

Document name	Description
CAMERA_AFF	
CAMERA_MOT	
CAMERA_ORD	
CAMERA_PROTECT	
CNCL_TRL_LTR	
CONSOL	
CONSOLID	
CONSOLID_SA	
CONSOLID_SS	
CONTAFF	
CONTEMPT	
CONTSUB	
CONV_LTR	
COVER	
DA_REASSIGN	
DCOW	
DCOWPV	
DEFENSE_ATTORNEY_ENVELOPE	
DEFER	
DHSGJORD	
DHSGJSUB	
DHSLTR	
DHSORD	
DHSSUB	
DISCLTR1	
DISCLTR2	

Document name	Description
DISMDIV	
DISMHC	
DISMINFO	
DISMISS	
DMVSUB	
DUIIAFF	
DUIILTR	
E-Mail	
EMPLOYER LTR	
EVALDEF	
EXHIBIT	
EXPUNGEMENT_FORM	
EXTRAAFF	
FEDERAL FIREARMS FINDINGS	
FINAFF	
FINMOT	
FINORD	
FINPET	
FINSDT_NOPS	
FINSDT_PS	
FORFEIT_AFF	
FORFEIT_APP	
FORFEIT_JUDGE	
FORM 49	
FORSEC	
FTA_AFF_CITE	

Document name	Description
FTA2_AFF_RA	
FUGCOMP	
FUGPAROL	
GJ_VIC_WIT	
GJAD_AFF	
GJAD_MO	
GJAD_ORD	
GJAFFIDA	
GJCOMSUB	
GJCOMSUB555	
GJCOMSUBSP	
GJCONT	
GJMED	
GJSUB	
GJSUBDMV	
GJSUBDT	
GJSUBOFF	
GJSUBPS_LTR	
GJSUBSP	
GJTELE	
GJTEST_AFF	
GJTEST_MO	
GJTEST_WITAFF	
GJTRANS	
GJWITLTR	
GJWITLTR_SP	

Document name	Description
GOV_REQUISITION_LTR	
HANDEXMP	
HB 3508	
HEADING	
HEARSAY	
HOLIDAY	
IAD_FORMIX	
IAD_FORMV	
IAD_FORMVB	
IAD_FORMVI	
IAD_FORMVII	
IAD_LTR	
IAD_TRNSPRT	
IHI_AFF	
INDICT	
INDICTJ	
INFO	
INFOJ	
INSPECT	
INV_REPORT	
JIVERD1	
JOA	
JURY	
LETTER TO PATIENT	
LETTERHEAD	
LOSSF	

Document name	Description
LTR_TO_COURT	
LTR_TO_DEFATTY	
MAT_AFF	
MAT_APWR	
MAT_DIS	
MAT_MOT	
MAT_ORD	
MAT_ORWR	
MEDREC_MOAFF	
MEDREC_SUB	
MHC_mtsc	
MHC_term	
MO10WIT	
MOTION_ORD	
MTDDENY	
MTSDENY	
MTSGD	
N2NOLETR	
N2NVLETR	
NAC	
NOTICE	
ORDER	
OSW_AFF	
OSW_CDA	
OSW_CER	
OSW_MO	

Document name	Description
OSW_MOSC	
OSW_PET	
OSW_PET_OTHER	
OSW_SC	
OSW_SU	
OSW_SU_OTHER	
OSW_SUM	
OSW_SUM_OTHER	
OSW_WAIV	
PCANS	
PCDISM_M&O	
PCJO	
PCNOTICE	
PLEA_OFFER	
PLEA_OFFER2	
PLEADING	
PPLEADING	
PROBAFF	
PROBTERM	
PROSCERT	
PROSCERT_VIC_REQ	
PROSCERT2	
PROTECT	
PROTECT_ORD_LTR	
PROTECTGJ	
PROTECTGJSUB	

Document name	Description
PROTECTIVE_ORD	
PROTECTSUB	
PSRB	
PVMOD	
PVMTSC	
PVMTSCBW	
PVMTSCPROBBW	
PVTERM	
REDUCEMIS	
RELAGGRV_FORFEIT	
RELAGRRV	
RELAGRRV_WR	
RESTDEFATY_LTR	
SCHOOL_NOTIFICATION_LTR	
SERVICE	
SUBANX	
SUBDT_MISSING	
SUBPOENA	
TERMDFR	
TERMDUII	
TRIALLTR	
TRNPRTD	
TRNSPRTW	
UFAP	
UNCOOP_VIC_LTR	
UNFIT	

Document name	Description
VACATE	
VERDICT	
VERDICT_AG	
VERDICT_BLAKELY	
VERDICT_CF	
VERDICT_LESSER	
VROAFF	
VROINFO	
WAIVER_FOR	
WAR_DESIG_MOT	
WAVEXTRA	
WDSC	
WDSCSANC	
WINDICT	
WITNESS LIST	
WRIT_DACERTIFICATION	
WRITCONT	
WRITEXTR	
WRITOPEN	
WTAR_AFF	
WTAR_IND	
WTAR_MO	
WTARM_OFFICER	
XARREST	
XCNVCTN	

Document name	Description
JUVENILE	
J AFFIDAV	
J AFFIDAVIT	
J BLANK MOTION	
J BLANK MOTION & ORDER	
J BLANK ORDER	
J CERT OF SERVICE	
J CONSOL_ORD	
J CONSOL_ORD DEL	
J CONSOLIDATE MO	
J CONSUL_MO	
J CONTINUE DEP MO	
J CONTINUE DEP ORD	
J CONTINUE MO	
J CONTINUE_LTR	
J CONTINUEMOAFF	
J DISM DEL MO	
J DISM DEP MO	
J DISM_DEL	
J DISM_DEP	
J EXPUNG_ORD	
J FINGERORD	
J FORM RECOMMENDATION	
J FTS_INFO	
J FTS_WT_MO	
J HEADING	

Document name	Description
J HEARSAY LTR	
J HEARSAY NOTICE	
J HEARSAY_NO	
J LETTER RDL DEL	
J LETTER RDL DEP	
J LETTER_DHS	
J LETTER_RDL	
J LETTERHEAD	
J MEDREC INSPECT MO	
J MEDREC SUB	
J MEDREC SUBP	
J MEDREC_INSPECT_MO	
J MEDREC_MO	
J MEDREC_ORD	
J MEDREC_SUB	
J MODIFY JO MO	
J NAC	
J PARENTTX PET	
J PET DEL	
J PET DEL AMEND	
J PET DEL AMENDED	
J PET DHS	
J PET DHS AMEND	
J PET DHS SIB	
J PET DHS SIBLING	
J PET_DEL	

Document name	Description
J PET_DEL_BLANK	
J PET_DHS	
J PETDEL_AMEND	
J PETDHS_AMEND	
J PETDHS_SIB	
J PLEADING	
J PRODUCE ORD	
J PRODUCE PROTECT LH	
J PRODUCE_ORD	
J PROTECT LH DA	
J PROTECT LH DHS	
J PROTECT MO	
J PUBLISH_LTR	
J PUBLISH_MO	
J PUBLISH_ORD	
J PUBLISH_SUM	
J RDL DEL	
J RDL DEP	
J REDUCTION MO	
J RELIEF PET DISM	
J RELIEF RPT DENY ORD	
J REST CONF VIC INFO	
J REST LTR	
J REST LTR FINAL	
J REST MO	
J REST NOTES	

Document name	Description
J REST SUPP JO	
J REST WORKSHEET	
J SUBP LH VIDEO	
J SUBPOENA 100	
J SUBPOENA 2970	
J SUBPOENA 3030	
J SUBPOENA_100	
J SUBPOENA_2970	
J SUBPOENA_3030	
J TELETEST_MO	
J TELETEST_ORD	
J TEN DAY LTR	
J TEN_DAY_LTR	
J TERM JUR	
J TERM JURIS MO	
J TERM JURIS_MO	
J TRANSFER ORD	
J TRANSFER_MCJ	
J TRANSFER_ORD	
J TRANSPORT YOUTH MO	
J TRANSPORT_AD	
J TRANSPORT_YOUTH	
J VIC LTR NO DATE	
J VIC LTR WITH DATE	
J VIC NOTIFY	
J VRRF	

Document name	Description
J WAIVSTP_ORD	
J WAIVVAC_ORD	
J WARRANT MOTION	
J WARRANT_DHS	
J WARRANT_MO	
J WARRANT_ORD	
J WARRANT_REC	
J WARRANT_WAR	
J_AFFIDAV	
J_CONSOL_ORD	
J_CONSUL_MO	
J_CONTEMPT_VAC	
J_CONTINUE_LTR	
J_CONTINUEMOAFF	
J_DISM_DEL	
J_DISM_DEP	
J_DUIITERM_ORD	
J_EXPUNG_ORD	
J_HEADING	
J_HEARSAY_NO	
J_HEARSAYLTR	
J_LETTER_DHS	
J_LETTER_DR	
J_LETTER_NAC	
J_LETTER_PS	
J_LETTER_RDL	

Document name	Description
J_LETTERHEAD	
J_MEDREC_INSPECT_MO	
J_MEDREC_MO	
J_MEDREC_ORD	
J_MEDREC_SUB	
J_NEW_SUBPOENA	
J_PARENTTX_PET	
J_PET_DEL	
J_PET_DEL_BLANK	
J_PET_DHS	
J_PET_DHS_BLANK	
J_PET_MIP	
J_PETDEL_AMEND	
J_PETDHS_AMEND	
J_PETDHS_SIB	
J_PLEADING	
J_PRODUCE_ORD	
J_PUBLISH_LTR	
J_PUBLISH_MO	
J_PUBLISH_ORD	
J_PUBLISH_SUM	
J_SUBPOENA	
J_SUBPOENA_100	
J_SUBPOENA_2970	
J_SUBPOENA_3030	
J_TEN_DAY_LTR	

Document name	Description
J_TRANSFER_ORD	
J_VACWDSHP_MO	
J_VACWDSHP_OR	
J_WAIVER_WD	
J_WAIVSTP_ORD	
J_WAIVSTY_MO	
J_WAIVSTY_OR	
J_WAIVVAC_ORD	
J_WARRANT_DHS	
J_WARRANT_MO	
J_WARRANT_ORD	
J_WARRANT_WAR	
VICTIM ASSISTANCE	
V_ADDRESS	
V_ADULT_NAC	
V_ATTY_REL_FORM_2	
V_CA_FORM	
V_CHGM&OATLTR	
V_CHGPAYEEMO&ORD	
V_CHILD_NAC	
V_CLIENT_CONTACT_FORM	
V_CONFIRM_VIC_STATUS	
V_COUNSEL&REF_LTR	
V_CVCCHGPAYEEMOT	
V_DHS_STATUS	
V_DISMISS_LTR	

Document name	Description
V_DISPO_LTR	
V_DV_CASE_WORKSHEET	
V_DV_OUTREACH_SHEET	
V_DVFIRSTC_FRM	
V_DVHRG_LTR	
V_DVNACFML_LTR	
V_DVNACMAN_LTR	
V_DVORDFEMALE_LTR	
V_DVORDMALE_LTR	
V_FRAUD_LETTER	
V_GJLTR	
V_GJLTR_CH2	
V_HIV_LTR	
V_HSING_LTR	
V_INSINQ	
V_INTRO_LTR	
V_LOSSSPN	
V_MAN_LTR	
V_NAC@VICS_REQUEST	
V_NAC_ADULT	
V_NAC_CHILD	
V_NAC_DV_LTR	
V_ORD_LTR	
V_ORDANR2	
V_PLEALTR	
V_PROHIBIT_ADDRESS_TEL	

Document name	Description
V_PSI_LTR	
V_RESENTLTR	
V_REST_WRKSHT	
V_RESTADD	
V_RESTCHANGEPAYEEM&O	
V_RESTCONTACTFORM	
V_RESTCTACCTMEMO	
V_RESTDEFATYLTR	
V_RESTFRAUDLTR	
V_RESTINFO	
V_RESTLOSSLTR1	
V_RESTLOSSLTR1SPN	
V_RESTLOSSLTR2	
V_RESTLOSSLTR2SPN	
V_RESTMOCHGPAYEE	
V_RESTNOTICE	
V_RESTWORKSHEET	
V_RESTWORKSHEET2	
V_SETTLEMENT_CONF_LTR	
V_SO_HRG_RELIEF_NOT	
V_SO_RELIEF_DEN_NOT	
V_SO_RELIEF_NOT	
V_SPAN_COUNSEL_REF_LTR	
V_SPAN_DISMISS_LTR	
V_SPAN_FIRSTC_LTR	
V_SPAN_GJ	

Document name	Description
V_SPAN_GJ_CH2	
V_SPAN_HRG_LTR	
V_SPAN_INTR	
V_SPAN_INTRO&GJ	
V_SPAN_NAC_ADULT	
V_SPAN_NAC_CHILD	
V_SPAN_NAC_DV	
V_SPAN_NAC_LTR	
V_SPAN_OUTREACH_LTR	
V_SPAN_STATUS_CONF	
V_SPAN_TRIAL_LTR	
V_STALKING_LTR	
V_STATUSCONF_LTR	
V_TRIAL_LTR	
V_VIC_NOT_FORM	
V_VICLOSSWKSHT	
V_VWACTG	
V_VWDEFATY	
V_VWLOSS	
V_VWSNTNOT	
V_WAIVER	
V_WARRANT_LTR	
VICTIM_LTR	
VJ_2ND_PRELIM	
VJ_ADJUDIC_LTR	
VJ_CONTACT_NEW	

Document name	Description
VJ_CONTRACT_LANG	
VJ_COUNSEL_REFER	
VJ_CVCNAC	
VJ_DHS_PETITION	
VJ_DISM2_LTR	
VJ_DISMISS_LTR	
VJ_DISP2	
VJ_DISPO	
VJ_DISPO_HRG	
VJ_FAA_LTR	
VJ_GUARDIAN_PETITION	
VJ_LETTER_S1	
VJ_LETTER_SO_PAROLE	
VJ_LETTER_VIS	
VJ_LETTER1_CVC	
VJ_NAC	
VJ_NAC_PO	
VJ_NOTICE_OF_RIGHT	
VJ_OUTREACH_PETITION	
VJ_OUTREACH1_LTR	
VJ_PETITION_LTR	
VJ_R&R_LTR	
VJ_REFERRAL_LTR	
VJ_RELIEF_DUTY_RPT	
VJ_SETC	
VJ_SITE	

Document name	Description
VJ_UPDATE2_LTR	
VJ_VAC_LANG	
VJ_VIS	

EXHIBIT B
INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☐ **Required by County**   ☒ **Not required by County.**

☐ $*1,000,000* Per occurrence limit for any single claimant; and
☐ $*2,000,000* Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

iii. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County**   ☐ **Not required by County.**

Bodily Injury/Death:

☒ $*1,000,000* Per occurrence limit for any single claimant; and
☒ $*2,000,000* Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager
☐ $500,000 Per occurrence limit for any single claimant
☐ $1,000,000 Per occurrence limit for multiple claimant

iv. AUTOMOBILE LIABILITY INSURANCE. Covering all non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County**   ☐ **Not required by County.**

Bodily Injury/Death:

☒ Oregon Financial Responsibility Law, ORS 806.060 (*$25,000 property damage/$50,000 bodily injury $5,000 personal injury).*
☐ $500,000 Per occurrence limit for any single claimant; and
☐ $1,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

    B.   ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

    C.   NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County. Excluded from this provision are changes in insurance carriers either mid-term or at renewal at the discretion of the Contractor.

    D.   CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

EXHIBIT C
CONTRACTOR PERSONNEL

<u>Authorized Representative:</u> Gerald Salzman

<u>Project Manager:</u> Travis Fluckiger

<u>Other Key Persons:</u> Niyati Naik and Joelle Fernandez

EXHIBIT D
COUNTY PERSONNEL

Authorized Representative: Gary Christofferson
Marion County Information Technology Department
PO Box 14500
Salem, OR 97309
(503) 584-7744
gchristofferson@co.marion.or.us

Project Manager: Dan Myrick
Marion County Information Technology Department
PO Box 14500
Salem, OR 97309
(503) 576-7122
dmyrick@co.marion.or.us

Exhibit E

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (this "**Exhibit**"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "**Licensor**"), and Marion County, a political subdivision of the state of Oregon, acting by and through its Information Technology Department (hereinafter "**Licensee**"), is made as of the Effective Date of the Contract (as defined below). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1.   DEFINITIONS

Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Contract.

1.1   **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2   **Contract** means that certain Contract between Licensor and Licensee to which this Exhibit is attached.

1.3   **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.4   **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee's production environment.

1.5   **Licensed Software** means the proprietary computer software program or programs known as eProsecutor, together with all related Documentation.

1.6   **License, Maintenance and Support Fees** means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 ("License, Maintenance and Support Fees").

1.7   **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

1.8   **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

Exhibit E

1.9   **Use** or **Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.10   **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees and contractors who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees or contractors who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

2.   LICENSE

2.1   Grant of License. Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Exhibit. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License, Maintenance and Support Fees and is not otherwise in default under this Exhibit. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and neither the Contract nor this Exhibit grants Licensee any title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

2.2   License Term and License, Maintenance and Support Fees.

2.2.1   License Term. "License Term" is as defined in this Section 2.2.1. The License Term shall commence on the date of Go Live; provided that the License, Maintenance and Support Fees for the first year of the License Term and any unpaid fees for implementation services under the Contract (less any applicable Services Retention Amount) must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License, Maintenance and Support Fees and fees for implementation services have been received by Licensor). The License Term shall continue until the expiration of the Warranty Period.

Exhibit E

2.2.2 <u>License, Maintenance and Support Fees</u>. Licensee shall make payment of the License, Maintenance and Support Fees to Licensor based on the number of Users and calculated in accordance with Section 2 of the Information Technology Products and Services Contract - Exhibit A, in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension; provided that the License, Maintenance and Support Fees for the first year of the License Term and any unpaid fees for implementation services under the Contract must be paid prior to Go Live. Annual License, Maintenance and Support Fees are subject to increase in accordance with Section 2 of the Information Technology Products and Services Contract - Exhibit A. Licensee may increase the number of Users at any time upon written notice to Licensor, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees, calculated according to Section 2 of the Information Technology Products and Services Contract - Exhibit A, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.3 <u>Certain Specific Limitations</u>. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee is solely responsible for all data entered, contained in and modified while using the Licensed Software, including, without limitation, the accuracy, responsibility for archival, loss of, use and misuse of all such data.

2.2.4 <u>E-Commerce Functionality Fees</u>. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect Public Portal with the payment processor provider.

2.2.5 <u>Source Code Escrow</u>. Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensee and InnovaSafe, Inc., as it may be amended from time to time, a copy of which is attached as Exhibit B ("SOURCE CODE ESCROW AGREEMENT"). Licensee shall complete the beneficiary enrollment form and pay the required fees directly to InnovaSafe.

2.2.6 <u>Hosted Services</u>. If Licensee desires for Licensor to provide hosted services for the Licensed Software, Licensor can provide such services subject to the terms and conditions mutually agreed upon by the parties in a separate written agreement.

Exhibit E

3.   MAINTENANCE AND SUPPORT

    3.1   <u>Maintenance</u>. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Exhibit. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

    3.2   <u>Support</u>. Support for eProsecutor and Public Portal is available by telephone, e-mail, or internet support forum from 5:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. Support for interfaces using eProsecutor API provided by Licensor is available by the same contact methods and during the same times for ninety (90) days following Go Live. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

    3.3   <u>Conditions to Receive Support</u>.

    3.3.1   Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator.

    3.3.2   Licensee must provide a connection (which shall be made available to Licensor as required following a Support request and which may be monitored by Licensee), approved by Licensor, to the Licensed Software's database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

    3.3.3   Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as <u>Exhibit C</u> ("SYSTEM REQUIREMENTS"). Licensor shall have no responsibility for configuring, maintaining or upgrading Licensee's operating system, hardware, network, or any other software not provided by Licensor. Licensor is not responsible for creating or maintaining database or storage backup files.

    3.3.4   Licensee must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

Exhibit E

3.4   Other Support. Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

4.   CONFIDENTIALITY

4.1   Licensee's Responsibilities. Licensee hereby agrees that (a) the Licensed Software and other materials designated as confidential by Licensor, including this Exhibit, are the confidential and proprietary information of Licensor, (b) Licensee shall take all necessary steps to protect and ensure the confidentiality of the Licensed Software and other materials designated as confidential by Licensor, (c) except as permitted by the terms of Section 2.1 ("Grant of License") and as required by Oregon Revised Statute chapter 192, Licensee agrees not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose the Licensed Software and other materials designated as confidential by Licensor to any third party (other than its agents), in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion, and (d) it shall advise each of its employees and agents of their obligations to keep the Licensed Software and other materials designated as confidential by Licensor confidential. If Licensee becomes aware of the unauthorized possession, use, or disclosure of the Licensed Software or any of the other materials designated as confidential by Licensor, it shall immediately notify Licensor. Licensee shall also use commercially reasonable efforts to assist Licensor with identifying and preventing the recurrence of such unauthorized possession, use, or disclosure, including, without limitation, by (at Licensee's expense) cooperating with Licensor in seeking injunctive or other equitable relief in the name of Licensor or Licensee.

4.2   Confidentiality Breach. In the event Licensee breaches any of its obligations under this Section 4 ("Confidentiality"), it shall, subject to the Oregon Tort Claims Act, indemnify, defend and hold harmless Licensor from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensor arising out of such breach. In addition, Licensor will be entitled to seek and, if granted by a court of competent jurisdiction, obtain injunctive relief against the breach or threatened breach of this Section 4 ("Confidentiality"), in addition to any other legal remedies that may be available. Licensee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Licensor and are reasonable in scope and content.

4.3   Exclusions. The provisions of this Section 4 ("Confidentiality") shall not apply to any information (a) that is in the public domain prior to the disclosure or that that becomes part of the public domain other than by way of a breach of the Contract, including this Exhibit, (b) that was in the lawful possession of the Licensee prior to the disclosure without a confidentiality obligation to any person, (c) that was disclosed to the Licensee by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (d) that was independently developed by employees, agents or subcontractors of Licensee who can be shown to have had no access to the Licensed Software or other materials received from Licensor under the Contract, including this Exhibit or (v) that Licensee is required to disclose by law or legal process.

Exhibit E

5.   ACTIONS UPON AND FOLLOWING TERMINATION

Termination of this Exhibit shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon termination, and must remove and return the Licensed Software and all other products and information received by Licensee from Licensor within thirty (30) days after termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licensor the right to remove the Licensed Software. In addition, the confidentiality obligations of the Licensee in Section 4 ("Confidentiality") shall survive the termination of this Exhibit.

6.   GENERAL

Notice. All notices under the Contract and this Exhibit shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

> To Licensor: Journal Technologies, Inc.
> 915 East First Street
> Los Angeles, CA 90012
> Attention: President

and:

> Munger, Tolles & Olson LLP
> 350 South Grand Avenue, 50th Floor
> Los Angeles, CA 90071
> Attention: Michael O'Sullivan

To Licensee: Marion County
> 555 Court Street NE, Suite 5232
> PO Box 14500
> Salem, OR 97309
> Attention: Procurement & Contracts Manager

Exhibit E

EXHIBIT A
LICENSE, MAINTENANCE AND SUPPORT FEES

The actual number of users will be used to calculate the annual fees. If the number of users increases, or decreases, the annual eProsecutor fees, including an annual CPI adjustment, will be adjusted pursuant   to the schedule detailed in the Information Technology Products and Services Contract – Exhibit A.

Contractor has provided the hardware and system software specifications. Contractor does not provide hardware and its maintenance and support; County IT personnel will be responsible for this installation.

There are no software escrow fees; see Software Escrow Agreement.

The annual license and maintenance fees include licenses, updates, upgrades and routine support. Non-routine projects will be done pursuant to a Statement of Work using an agreed upon hourly rate and expenses. However, because eProsecutor is configurable, the IT department and power users will be able to make most changes. (The current blended hourly rate is $175, and it is subject to future annual adjustments.)

INNOVASAFE, INC.®

Intellectual Property Risk Management

IS2ex

Software Escrow Agreement

This Agreement is between the Depositor and InnovaSafe.
Licensees are enrolled as a Beneficiary.

Use This Agreement if:

- Multiple Licensees will be added and management of single or multiple deposits are needed.

- Beneficiary specific terms and conditions may be required.

- Modifiable Agreement is required

- Services include:
  - Complete client service
  - Fees Locked For the Initial Term
  - Physical or Electronic Deposits
  - Quarterly Deposits Included
  - No Additional Storage Fee
  - Toll Free Telephone Support (800) 239-3989

Questions? Please call (800) 239-3989 or
Live Online Support at www.innovasafe.com

IS2ex v09.2
Account#2738

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This Software Source Code Escrow Agreement ("Agreement"), number 2738, <u>effective</u> as of the date signed by the Depositor ("Effective Date"), is made and entered into by InnovaSafe, Inc. ("InnovaSafe"), a California corporation, located at 28502 Constellation Road, Valencia, California, 91355-5082, and Journal Technologies, Inc. formerly known as Sustain Technologies, Inc. ("Depositor"), located at 915 East First Street, Los Angeles, California 90012 and each additional person or entity subscribed hereto as a Beneficiary or Designated Beneficiary in accordance with the requirements of this Agreement. In consideration of the covenants, conditions, warranties and restrictions contained in this Agreement, the parties agree as follows:

1.   DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

"*Beneficiary*" means and includes a person or entity that has subscribed hereto as a Beneficiary in accordance with the requirements of Paragraphs 3.1 and 3.2(a) of this Agreement and each Designated Beneficiary.

"*Beneficiary Enrollment Form*" means the form used by InnovaSafe for the addition of a Beneficiary or Beneficiaries to this Agreement in accordance with the requirements of Paragraph 3 hereof, as such form may be modified or replaced by InnovaSafe in its sole discretion from time to time during the term of this Agreement. A copy of the current Beneficiary Enrollment Form is attached hereto as Exhibit B and incorporated herein.

"*Designated Beneficiary*" means and includes any person or entity that has not subscribed hereto as a Beneficiary pursuant to Paragraph 3.2(a), but has been designated by Depositor as a Beneficiary hereof in accordance with the requirements of Paragraphs 3.1 and 3.2(b) of this Agreement. Each Designated Beneficiary shall have the rights and obligations of a Beneficiary under this Agreement, including but not limited to the conditional rights set forth in Paragraph 4 of this Agreement.

"*Description of Escrow Deposit*" means a general description of the Software and the Escrow Deposit as set forth on Exhibit A attached hereto and incorporated herein.

"*Escrow Deposit*" or "*Deposit*" means the copies of the Source Code, drawings, computer intellectual property, documentation, web site content, trade secrets, and other related material, deposited with InnovaSafe by the Depositor, or otherwise held by InnovaSafe pursuant to the terms of this Agreement.

"*License Agreement*" means any agreement pursuant to which Depositor licenses the Software to a Beneficiary in object code form.

"*Replacement*" means a Deposit relating to any complete change, modification, enhancement or alteration of the Source Code since the last Deposit which completely replaces all of the previous Deposits.

"*Software*" means the software that as of the date hereof is licensed by the Depositor to a Beneficiary pursuant to a License Agreement, and which is generally described in the Description of Escrow Deposit.

"*Source Code*" means the Software in source code form, including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

"*Update*" means any modification, update or revision of any Software that is subject of the Escrow Deposits currently being held by InnovaSafe.

2.   DEPOSIT PROCEDURES

2.1   <u>Initial, Additional, and Duplicate Deposits</u>: (a) Within thirty (30) days of the Effective Date of this Agreement, Depositor agrees to deposit with InnovaSafe, copies of the Source Code for the version of the Software as licensed under a License Agreement. With such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (b) Depositor also agrees to deposit with InnovaSafe the Deposit for each Update or Replacement within thirty (30) days after its

release, distribution, or other publication by Depositor in the ordinary course of business. With each such delivery, Depositor agrees to provide InnovaSafe with a completed Description of Deposit (Exhibit A). (c) Depositor shall deliver a duplicate Deposit (including all Updates) within five (5) days of receipt of a written request from an authorized representative of InnovaSafe. Without limiting the foregoing, Depositor shall deliver a duplicate Deposit (including all Updates) to replace any previous Deposit that is impaired due to a defect in or natural degeneration of the recorded medium. All duplicate Deposits may not be encrypted, except for an Update or Replacement Deposit that is transmitted to InnovaSafe in accordance with Paragraph 2.2. (d) Notwithstanding any other provision of this Agreement, InnovaSafe shall have no obligation to return to Depositor any Deposit.

2.2 <u>Encrypted Electronic Deliveries</u>: Subject to the prior agreement of InnovaSafe and Depositor regarding delivery and decryption protocols, Depositor shall have the option but not the obligation to encrypt and transmit the encrypted Deposit for each Deposit over the Internet using InnovaSafe's SafeDeposit services. InnovaSafe shall not be liable to Depositor or Beneficiary for any encrypted Deposit, or any part thereof that is transmitted over the Internet..

2.3 <u>Deposit Receipt Notification</u>: For each Deposit, InnovaSafe will issue a receipt to Depositor, accompanied by a general list or description of the materials deposited. InnovaSafe shall notify Depositor and Beneficiary of receipt of each Deposit by electronic mail ("email") to the email address described in Paragraph 10 of this Agreement or the Beneficiary Enrollment Form, as applicable, within thirty (30) days following receipt by InnovaSafe of the Deposit.

2.4 <u>Technical Verification of Deposit</u>: Any party may request that InnovaSafe perform a deposit verification of the Deposit. Any charges and expenses incurred by InnovaSafe in carrying out a deposit verification will be paid by the party requesting the deposit verification, unless otherwise agreed to in writing. <u>Limitations</u>: Except solely in connection with the performance by InnovaSafe of a deposit verification or another technical verification that has been requested and agreed to by the parties in accordance with this Agreement, InnovaSafe shall have no obligation to determine the physical condition, accuracy, completeness, functionality, performance or non-performance of any Deposit or whether the Deposit contains Source Code.

2.5 <u>Failed Deliveries, Duty of Care and Sub-Contractors</u>: (a) InnovaSafe will not be responsible for procuring the delivery of any Deposit. (b) InnovaSafe shall perform all of the duties required by this Agreement diligently and in good faith. Except as expressly stated in Section 2 of this Agreement, InnovaSafe shall have no duty of care, inquiry or disclosure, whether express or implied. (c) Any and all sub-contractors performing verification or other services on behalf of InnovaSafe shall be subject to the same duty of care as InnovaSafe.

3. BENEFICIARY ENROLLMENT PROCEDURES

3.1 <u>Enrollment of Beneficiaries</u>: After InnovaSafe's acceptance of the initial Deposit, Depositor may join additional Beneficiaries, or name Designated Beneficiaries to this Agreement at any time and from time to time, in its sole and absolute discretion, provided that (a) at the time of entering into this Agreement the Depositor and the proposed Beneficiary or Designated Beneficiary are parties to a License Agreement; (b) Depositor is not in breach of this Agreement; (c) all fees and costs required to be paid to InnovaSafe under this Agreement have been paid; and (d) the proposed Beneficiary completes, signs and delivers the Beneficiary Enrollment Form as required hereunder or Depositor provides a written execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary, as applicable.

3.2 <u>Beneficiary Enrollment Forms</u>: (a) Each person or entity that subscribes as a Beneficiary to this Agreement shall be required to agree to the terms hereof and indicate such agreement by delivering to Depositor and InnovaSafe the completed Beneficiary Enrollment Form (Exhibit B) that has been signed by an authorized representative of Beneficiary. A person or entity that has not subscribed hereto as a Beneficiary in accordance with the requirements of this Agreement, including but not limited to, any other licensees of the Software, shall not have any rights hereunder and InnovaSafe shall have no duties to any such persons or entities, except as expressly provided in clause (b) of this Paragraph 3.2. (b) Subject to Paragraph 3.1 above, Depositor may name Designated Beneficiaries to this Agreement at any time and

from time to time, in its sole and absolute discretion, upon execution and delivery of the Exhibit Bns, Beneficiary Enrollment Form for a Designated Beneficiary. InnovaSafe shall issue an enrollment letter and a copy of the Agreement, and any other applicable document required hereunder to the Designated Beneficiary upon receipt of the Exhibit Bns. All rights and obligations of a Designated Beneficiary expressly provided for hereunder, may be modified, supplemented, extended, terminated or assigned by Depositor and InnovaSafe at any time, and from time to time, by amendment of this Agreement as further provided herein. Unless otherwise expressly set forth in an amendment to this Agreement as provided for in this Agreement, the rights and obligations of a Designated Beneficiary interests established hereunder shall not be modified by (i) any waiver for the benefit of such Designated Beneficiary that is entirely conditioned upon the complete and continuous satisfaction of each of the performance of and obligation required under this Agreement, or (ii) any failure to enforce any following the execution of the form of acknowledgement attached hereto as Exhibit D in which Beneficiary accept and agrees to be bound by the terms, conditions and obligations set forth in this Agreement, including, but not limited to, all obligations of Beneficiary set forth in Paragraph 4.4 of this Agreement, and all obligations of Designated Beneficiary set forth in Sections 9, 10 and 11 of this Agreement. No Deposit shall be released to any Designated Beneficiary until the Designated Beneficiary accepts and agrees to be bound by the terms, conditions and obligations in accordance with the requirements of this Agreement.

4. DEPOSIT RELEASE PROCEDURES

4.1   Conditions to Enforcement: Each Beneficiary shall have the right to enforce the Release Procedures described in this Paragraph 4 only if at the time of the requested release: (a) the License Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; and (c) all fees and costs then due and owing to InnovaSafe shall have been paid in full.

4.2   Release Conditions: The release by InnovaSafe of the Deposit to Beneficiary as further provided in this Paragraph 4, shall be subject to the occurrence of one or more of the following conditions (each a "Release Condition"): (a) Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; (b) Depositor takes any action under any state corporation or similar law that will cause both the dissolution of the corporate existence of Depositor and the liquidation by Depositor of its assets; (c) Depositor has materially breached an obligation to provide maintenance or bug fixes to which Beneficiary is entitled under the License Agreement and (i) such material breach will cause Beneficiary to incur immediate and substantial injury for which money damages, or such other remedies provided by the License Agreement, would be inadequate, (ii) Beneficiary is not in breach of the terms of the License Agreement and (iii) Beneficiary has terminated the License Agreement in accordance with the terms of the License Agreement; (d) Depositor's duly appointed trustee in a bankruptcy or dissolution proceeding of Depositor requests in writing that InnovaSafe release the Deposit to Beneficiary; or (e) A court of competent jurisdiction, or an arbitrator, if applicable, issues an order or judgment directing InnovaSafe to release the Deposit to Beneficiary.

4.3   Release Procedures: InnovaSafe will release the Deposit to a Beneficiary subject to and in accordance with each of the following conditions: (a) Depositor may provide InnovaSafe with a written release request at any time, and a Beneficiary may provide InnovaSafe with a written release request following the occurrence of a Release Condition; (b) Provided that InnovaSafe has been paid all fees and costs then due and owing, InnovaSafe shall promptly deliver a copy of the release request to Depositor or such Beneficiary, as applicable (the "Notice of Release Request"); (c) If Depositor or Beneficiary objects to the requested release, then within thirty (30) days of the receipt of the Notice of Release Request, such party agrees to provide InnovaSafe with written notice of such objection, and to provide a copy of such notice to the party requesting the release, stating that a Release Condition has not occurred or has been cured, and instructing InnovaSafe not to release the Deposit as requested (the "Contrary Instructions"); (d) If InnovaSafe does not receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall deliver a copy of the Deposit to such Beneficiary; (e) If InnovaSafe does receive Contrary Instructions within the time and in the manner required above, then InnovaSafe shall not deliver a copy of the Deposit to such Beneficiary, but shall continue to hold the Deposit until the first to occur of the following: (i) InnovaSafe receives joint written release instructions from Depositor and such Beneficiary;

or (ii) InnovaSafe receives a copy of an order or judgment of a court of competent jurisdiction, or the decision of an arbitrator, if applicable, directing InnovaSafe to act with regard to disposition of the Deposit.

4.4   Rights in Bankruptcy and Effect of Release: (a) The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended and shall not be construed to constitute an election of remedies by any Beneficiary, or otherwise to supersede or foreclose any rights to which Beneficiary otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n), as a licensee of intellectual property. (b) Upon receipt of the Deposit, and subject to the covenants, conditions, warranties and restrictions of this Agreement and the License Agreement, each Beneficiary shall have the right and hereby agrees to use the Deposit, including copying and modification thereof, only as reasonably necessary for the sole purpose of enabling such Beneficiary to use the Software for its intended purpose (unless otherwise authorized by the express terms of the License Agreement). Each Beneficiary shall use commercially reasonable measures to protect the integrity, security and confidentiality of the Deposit. The foregoing does not grant, sell, assign or otherwise transfer to any Beneficiary any title to or ownership of all or any part of the Deposit or Software, or related documentation, or any other property of Depositor, and without limiting the foregoing, does not grant to any Beneficiary any right to publish, perform, adapt, create derivative works from, or distribute the Software or any part thereof.

5.   FEES AND PAYMENTS

5.1   Fee Schedule, Payments and Suspension of Performance: (a) The fees and charges of InnovaSafe are set forth on the fee schedule attached hereto as Exhibit C and incorporated herein. After the expiration of the initial term, InnovaSafe may increase its fees and costs on an annual basis by providing written notice of such increase at least sixty (60) days prior to the commencement of the next renewal term. (b) All fees, costs and any other amounts due and payable to InnovaSafe for annual service fees as provided hereunder, shall be paid by Depositor. Initial and annual fees must be paid to InnovaSafe within 30 days of the Effective Date and on each anniversary thereof. All other amounts payable to InnovaSafe shall be paid within thirty (30) days from the date of invoice to Depositor or Beneficiary, as applicable. Any release fee under this Agreement shall be paid by the Beneficiary requesting release of the Deposit. Neither Depositor nor any Beneficiary shall be entitled to any refunds, withholds, offsets, reductions in, or deductions from, any payments due to InnovaSafe hereunder. (c) In addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part.

6.   TERM AND TERMINATION

6.1   Term: This Agreement shall have an initial term of one year from the date hereof unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof.

6.2   Termination for Cause: (a) Notwithstanding the foregoing, this Agreement shall terminate as to each specific Beneficiary immediately and automatically upon either the expiration of the applicable License Agreement between such Beneficiary and Depositor, or the earlier termination of the applicable License Agreement between such Beneficiary and Depositor, whichever is applicable, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable License Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with the requirements of the applicable License Agreement. (b) InnovaSafe shall have the right to terminate this Agreement as to all parties or as to any Beneficiary, in the event of non-payment of any fees or other amounts due and payable to InnovaSafe or its designee, or if Depositor otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all applicable parties. If Depositor or the applicable Beneficiary fails to cure such breach within five (5) business days of the date such notice is delivered, then InnovaSafe shall have the right to terminate this Agreement by sending written notice of termination to Depositor and all applicable Beneficiaries, and further provided, however that if payment is due from a Beneficiary and not from Depositor, then InnovaSafe may terminate this Agreement only as to that Beneficiary. InnovaSafe shall have no obligation

to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Deposit as required under this Agreement. Any party may cure amounts past due, whether or not such party is obligated under this Agreement.

6.3   Termination Without Cause: (a)   After the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and InnovaSafe written notice of its intent to terminate this Agreement at least forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable; (b)   Notwithstanding any other provision hereof, at any time during the term of this Agreement, InnovaSafe shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and each Beneficiary written notice of its intent to terminate this Agreement at least ninety (90) days prior to the date set for termination. During such 90 day period Depositor shall have the right to provide InnovaSafe with written instructions authorizing InnovaSafe to return the Deposit, and if InnovaSafe does not receive such written instructions from Depositor within the foregoing 90 day period, then InnovaSafe will use good faith in an attempt to return any Deposit in its possession to Depositor, or if InnovaSafe is not able to locate the Depositor after such attempts, then InnovaSafe may destroy the Deposit.   InnovaSafe shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposits are returned or destroyed.   Notwithstanding anything to the contrary herein, InnovaSafe shall refund all fees paid hereunder in the prorated amount attributable to the time period after termination of the is Agreement pursuant to this provision; (c) A Beneficiary may not terminate this Agreement; (d) This Agreement shall terminate automatically, in the event that copies of the Deposit are released to all qualified Beneficiaries as provided by this Agreement.

6.4   Disposition of Deposit: Upon the termination of this Agreement, the following shall apply: (a) all amounts then due and owing to InnovaSafe hereunder shall be paid in full; (b) if the termination is as to all Beneficiaries, then InnovaSafe will return any Deposit in its possession to Depositor, and (c) if InnovaSafe does not receive written instructions from Depositor authorizing InnovaSafe to return all Deposits, or if InnovaSafe is not able to locate Depositor after reasonable attempts, then InnovaSafe shall destroy the Deposit.

6.5   Survival of Certain Obligations: Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except: (a) the obligations of each party to maintain confidentiality, as defined herein; (b) the obligations of the parties under Paragraphs 6.4, 8.3 and 9.4 of the Agreement; and (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution under Paragraph 9.3 of the Agreement, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged.   .

7.   REPRESENTATIONS AND WARRANTIES OF DEPOSITOR

7.1   No Conflicts: Depositor represents and warrants to each Beneficiary and to InnovaSafe that the grant by Depositor to Beneficiary of the rights granted hereunder, the Deposits made pursuant hereto, and the implementation of this Agreement in accordance with its terms, do not and will not conflict with, violate or infringe upon (a) any rights or interests of any person or entity not a party to this Agreement, (b) any terms of any express or implied contract between Depositor and any other person or entity, or (c) any judicial or administrative order, award, judgment or decree of any state or country applicable to Depositor, or (d) any laws, rules or regulations of any country from or to which any Deposit may be delivered in accordance with the provisions of this Agreement, including but not limited to, customs laws, import, export, and re-export laws.

7.2   Usability of Source Code: Depositor represents and warrants that the Deposits made to InnovaSafe will, at all times, (a) be the version of the current release of the Software, as offered by Depositor to the Beneficiaries or other licensees in the ordinary course of business from time to time during the term of this Agreement, (b) be understandable and useable by a reasonably skilled programmer or other professional to understand, maintain, and correct the Software without assistance of any other person, (c) contains sufficient documentation to enable such a skilled programmer or other professional to understand and use any proprietary languages or programming components that such a skilled programmer or other

professional could not reasonably be expected to understand, and (d) includes all the devices, programming, and documentation necessary for the maintenance of the Software by the Beneficiary upon release of the Deposit pursuant to this Agreement, except for devices, programming, and documentation commercially available to the Beneficiaries on reasonable terms through readily known sources other than the Depositor.

8. RECORDS, REPORTS, ADMINISTRATION

8.1   Records of Deposits: InnovaSafe will maintain written records of all Deposits made by Depositor pursuant to this Agreement. InnovaSafe shall be entitled to rely on the completeness and accuracy of all information, documents and materials provided to InnovaSafe by Depositor, Beneficiary or any other person or entity, in connection with this Agreement. Depositor shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to InnovaSafe to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement. Beneficiary shall be entitled at reasonable times during normal InnovaSafe business hours and upon reasonable notice to both Depositor and InnovaSafe, to inspect the records of Deposits maintained by InnovaSafe pursuant to this Agreement, provided, however, the right of each Beneficiary to inspect such records of Deposit shall be limited to only those records that pertain to the requesting Beneficiary.

8.2   Intentionally Omitted

8.3   Confidentiality and Storage of Deposits: (a) InnovaSafe will protect the confidentiality of the Deposit and all proprietary information of Depositor incorporated therein. Except as otherwise required to carry out its duties under this Agreement, InnovaSafe will not permit any unauthorized person access to the Deposit. If InnovaSafe receives any order from a court or other judicial or arbitral tribunal pertaining to the disclosure or release of the Deposit, InnovaSafe will immediately notify the parties to this Agreement unless prohibited by law. Challenge of any such disclosure or release order shall be the sole responsibility of Depositor and Beneficiary. InnovaSafe does not waive its rights to present its position with respect to any such order. No party has the right to require InnovaSafe to disobey any order from a court or other judicial or arbitral tribunal. (b) InnovaSafe shall implement measures to maintain the security of all Deposits including, but not limited to, the storage of all Deposits in secured locked facilities.

9. DISPUTE RESOLUTION AND CLAIMS

9.1   Reliance and Suspension of Performance: (a) InnovaSafe shall have no responsibility for determining the genuineness or validity of any instruction, document or other item given to or deposited with it, and in the performance of its obligations under this Agreement shall be entitled to rely upon any email or written notice, instruction or request furnished to InnovaSafe by any of the parties hereto if such instructions are believed by InnovaSafe to have been given by a designated representative ("Designated Representative") identified by the applicable party.   With respect to the Depositor, the initial Designated Representative shall be Gerald Salzman. Each Beneficiary shall identify its Designated Representatives on Exhibit B or Exhibit Bns, as applicable. If no Designated Representatives are identified, all employees of Depositor and any Beneficiary, respectively, are conclusively deemed to have proper authority to act on behalf of such party hereunder. InnovaSafe shall have no responsibility with respect to the Deposit other than to follow such instructions as may be provided herein. (b) If any controversy exists between or among the Depositor and any of the Beneficiaries hereto, or with any other person or entity with respect to the Deposit or the subject matter of this Agreement, InnovaSafe shall not be required to determine the same or take any action with respect thereto, but in addition to and without limiting any other right or remedy to which InnovaSafe may be entitled, InnovaSafe shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any such conflict or controversy may exist hereunder.

9.2   Intentionally Omitted

9.3   Indemnification :

Depositor, on the one hand, and each Beneficiary on the other hand, jointly and severally, agree to indemnify, defend and hold harmless InnovaSafe and its directors, officers, agents and employees (collectively "InnovaSafe") from and against any losses, claims, damages, judgments, assessments, costs

and other liabilities (collectively "Liabilities"), and will reimburse InnovaSafe for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "Expenses") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration and whether or not InnovaSafe is a party (collectively, "Actions"), relating to this Agreement or arising out of or in connection with the services rendered or to be rendered by InnovaSafe pursuant to this Agreement, or any actions or inactions of InnovaSafe in connection with any such services or this Agreement; provided that Depositor and Beneficiary will not be responsible for any Liabilities or Expenses of InnovaSafe that are determined to have resulted from the gross negligence or willful misconduct of InnovaSafe in connection with any of the services, actions, or inactions referred to above.

9.4　　Mediation and Arbitration: (a) In the event of any controversy, dispute or claim between InnovaSafe and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party ("Mediator"). The parties agree to participate in good faith in the mediation conferences. Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees. (b) If the parties are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Los Angeles County, California, in front of a single retired judge through the Judicial Arbitration and Mediation Service or, in its absence, any similar organization providing the arbitration services of retired judges ("JAMS"). If for any reason within 30 days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within 45 days of the written arbitration demand, then JAMS shall have sole authority to assign one of its retired judges as the arbitrator that has experience with intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the Superior Court for Los Angeles County, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than 21 days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

9.5　　(a) Disclaimer of Warranties: InnovaSafe expressly disclaims any and all warranties, express or implied, in connection with this Agreement, or its implementation, or arising out of a course of performance, dealing, or trade usage, including, without limitation, any warranties of title, non infringement, merchantability, fitness for a particular purpose, defect, workmanship or uninterrupted or error-free use or operation. (b) Limitations of Claims and Consequential Damages Limitation: (i) No action or claim against InnovaSafe arising out of or in any way relating to this Agreement may be instituted after the first to occur of the following: (a) the expiration of the period of limitation required by applicable law; (b) the expiration of two (2) years after the event giving rise to such action or claim, or (iii) the expiration of one (1) year after the date upon which the claiming party discovers, or reasonably should have discovered, the facts giving rise to such action or claim. (ii) In no event shall any party, its affiliates, or any of its or their representatives be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, but not limited to, loss of data, savings, revenue or profits), even if such party, its affiliates, or any of its or their representatives has been advised of the possibility of such damages, including but not limited to, any damages from the use of, interruption of use, or inability to use any software or any data related thereto. (c) Limitation of Liability: In no event shall the total collective liability of InnovaSafe, its affiliates, and any of its or their representatives arising out of or relating in any way to this Agreement or it implementation exceed the total amounts paid or payable by the depositor or Beneficiary to InnovaSafe hereunder, provided, however, that the foregoing limitation does not apply to damages (excluding damage to the Deposit media) that are determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted from the gross negligence or willful misconduct of InnovaSafe.. (d) Proceedings: If InnovaSafe is threatened to be made a party, required, compelled to be a party to, assist in, otherwise participate, or otherwise becomes

involved in, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by Depositor, Beneficiary, or any third party (collectively, a "Proceeding") then in any such case Depositor and Beneficiary each agree to pay in advance, upon receipt of written demand therefor from InnovaSafe, any and all reasonable expenses that may be incurred by InnovaSafe in connection therewith, which shall include, without limitation, reasonable attorneys' fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

10.   NOTICES

10.1   Notices and Notice Address: Except as otherwise provided herein for Deposits or notices of Updates and Replacements, all notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes if done by personal delivery, or electronic mail, or First Class Mail, or Certified Mail, or commercial overnight delivery service (DHL, FedEx, UPS), or facsimile transmission. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its contact information by giving the other party notice of the change in any manner permitted by this Agreement. Any party has the option to update their contact information with InnovaSafe using the "Change of Status" form on our website, http://www.innovasafe.com/update.html.

DEPOSITOR:

Contact Name:	Gerald Salzman
Title:	President
Street address:	915 E. 1st. St.
City, State, Postal Code	Los Angeles, CA 90012
Country:	USA
Phone:	213-229-5300
Facsimile:	213-229-5481
Email:	c/o claudia_nading@dailyjournal.com
Purchase Order (if applicable):	NA

INNOVASAFE, INC.
Corporate Address: 28502 Constellation Road, Valencia, California, 91355-5082 USA
Mailing Address: PO Box 800256, Valencia, California 91380-0256 USA
Phone: USA Direct: 1-800-239-3989
                        International Direct: 1-661-310-1810
Facsimile: 1-661-295-5515
eMail: clientservices@innovasafe.com

BENEFICIARY: As set forth in Exhibit B or Exhibit Bns.

11.   MISCELLANEOUS PROVISIONS

11.1   Independent Contractors: The parties are independent contractors, and no party shall be held to be a fiduciary or trustee, or to have any fiduciary obligation, to any other party, or shall be considered, by entering into or performing any obligation under this Agreement, to assume or become liable for any special duty, or any existing or future obligations, liabilities or debts of the other party. No employee or agent of one party shall be considered to be an employee or agent of any other party.

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11.2   Complete Statement, Interpretation and Modification of Agreement: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of their agreement with respect to the subject matter hereof, and supersedes all oral or written proposals, understandings, representations, warranties, covenants, and communications between the parties relating hereto. InnovaSafe is not a party to any License Agreement and no provision of any License Agreement shall be construed to apply to InnovaSafe or otherwise give rise to any obligation of InnovaSafe. Each party and its counsel have participated fully in the review and approval of this Agreement. Any statute or rule of law to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Depositor and InnovaSafe, and by each Beneficiary if it affects any material right or obligation of such Beneficiary provided hereunder. No course of performance by the parties hereunder shall be deemed to constitute an amendment of this Agreement.

11.3   Waiver: No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

11.4   Attorneys' Fees: In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11.5   Force Majeure: Except for obligations to make payment as indicated herein, no party shall be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond such party's reasonable control.

11.6   Due Authorization, No Third Party Rights, Partial Invalidity, Headings: (a) Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or limited liability company action. (b) This Agreement is made solely for the benefit of the parties to this Agreement, the Designated Beneficiaries, and their respective permitted, authorized and acknowledged successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. (c) If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of any federal, state or local government having jurisdiction over this Agreement, the validity of the remaining provisions hereof shall not be affected thereby. (d) The headings in this Agreement are included for convenience only and shall neither effect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

11.7   Governing Law: The validity of this agreement and any of its terms or provisions, as well the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California, and each party to this agreement specifically agrees to submit to the jurisdiction of the courts of the State of California.

11.8   Instructions to InnovaSafe: This Agreement shall constitute instructions to InnovaSafe as escrow agent. In addition, Depositor and each Beneficiary agrees to execute, deliver and be bound by any supplemental or general policies or procedures of InnovaSafe or such other instruments as may be reasonably required by InnovaSafe in order to perform its obligations as contemplated by this Agreement. In the event of any conflict or any inconsistency between such policies or procedures and any provision of this Agreement, the provision of this Agreement shall control.

11.9   Authorization to Copy: Depositor authorizes InnovaSafe to use and copy the Deposit as determined by InnovaSafe in its sole discretion as necessary for the performance of its obligations hereunder, including but not limited to, performing any Deposit verification testing as authorized

hereunder, provided, however, that the foregoing authorization does not grant, sell, assign or otherwise transfer to InnovaSafe any title to or ownership of any part of the Deposit or Software, or related documentation, or any other property of Depositor, except for the media upon which the Deposit is recorded, title to and ownership of which shall pass to InnovaSafe as provided herein.

11.10   Counterparts, Facsimile and Scanned Copy: This Agreement may be signed in one or more counterparts, by facsimile or scanned copy each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below the signatures.

DEPOSITOR   **INNOVASAFE**
BY: _____   BY: _____
Signature   Signature

Name: Gerald L. Salzman   Name: John J. Stulman

Title: President   Title: President/CEO

Date: 7/13/10   Date: 19 JUL 10

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THIS FORM <u>MUST</u> ACCOMPANY EACH DEPOSIT TO INNOVASAFE. PLEASE SEND ALL DEPOSITS TO THE INNOVASAFE CORPORATE OFFICES LOCATED AT: 28502 CONSTELLATION ROAD, VALENCIA, CA, 91355 USA

The Ex. A can also be completed online at: http://www.innovasafe.com/exhibitA.html

DEPOSITOR CONTACT INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Deposit Details			
Media Type (CD, DVD, DAT etc...):		Indicate hardware used to create deposit:	
Number of Media:		Indicate operating systems used:	
Copies (1 or 2):		Indicate backup command/software used:	
Product(s) Name:		Indicate software compression used:	
Product Version:		Indicate whether encryption/password protection was used:	
		What computer language was the source written:	
		Approximate size of the data on the media: (MB/GB)	

TYPE OF DEPOSIT (REQUIRED): *Please Check Only One Box

☐ Initial Deposit ☐ Update Deposit ☐ Replacement Deposit

IF THIS IS A REPLACEMENT DEPOSIT, PLEASE INDICATE WHETHER WE SHOULD RETURN OR DESTROY THE PREVIOUS DEPOSIT(S):

☐ **Return   OR   ☐ Destroy (Checking this box authorizes InnovaSafe to Destroy the previous deposit(s))** If this deposit is to be returned or destroyed, please indicate in the space below the name and version of the previous deposit(s) you would like to replace. If you would like to replace all previous deposits select "All":

☐ All or Specific Deposits (list here): _____

This form can be completed online. Go to http://www.InnovaSafe.com/ExhibitB.html

The undersigned Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above-referenced Software Source Code Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this _____ day of _____, 20 _____ (the "Agreement").

BENEFICIARY INFORMATION:

*This contact person will receive ALL deposit and update deposit notifications.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Designated Representative:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): _____

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

See Ex. "C" Schedule of Fees	Party responsible for: Annual Deposit fee:	☐ Depositor ☐ Beneficiary	Party responsible for: Annual Beneficiary fee:	☐ Depositor ☐ Beneficiary

Invoicing Contact (Required):

Depositor:	Beneficiary:
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

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Pursuant to this Software Escrow Agreement, Depositor hereby enrolls the following as a Beneficiary.

BENEFICIARY INFORMATION:

*This contact person will receive the Beneficiary enrollment notification.

☐ Check here if there is an alternate contact person or additional Designated Representatives and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED:

DEPOSITOR INFORMATION:

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): _____

Date: _____

See Ex. "C" Schedule of Fees	Party responsible for: Annual Deposit fee:	☐ Depositor ☐ Beneficiary	Party responsible for: Annual Beneficiary fee:	☐ Depositor ☐ Beneficiary

Invoicing Contact (Required):

Depositor:	Beneficiary:
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone
Fax:	Fax:
eMail:	eMail:
PO#:	PO#:
Please return this form to:	InnovaSafe, Inc. PO Box 800256 Valencia, CA 91380-0256 USA

IS2ex v09.2
Account#2738

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EXHIBIT C

SCHEDULE OF FEES

INNOVASAFE ACCOUNT #2738

Set Up Fee	No Fee	
Traditional Escrow Annual Deposit Fee*		
▪ **1st Product**	**$675**	
▪ **Additional Products** – per product	**$350**	
▪ **Included Benefits and Services**		
o 4 Free Updates/Replacements		
o Physical or Electronic Deposits		
o Deposit Notification – all parties		
Annual Beneficiary Fee	**$200**	
Dynamic Escrow Option		
▪ Annual Fee – Per Vault	**$995**	☐ Yes ☒ No
▪ Basic Report	**No Fee**	☐ Yes ☒ No
▪ Detailed Report	**$95 per report**	☐ Yes ☒ No
Optional Benefits and Services (annual fee)		
▪ Unlimited Updates	**$200**	☐ Yes ☒ No
▪ Dual Vaulting	**$200**	☐ Yes ☒ No
▪ Account Status Reports - Quarterly	**$200**	☐ Yes ☒ No
▪ Deposit Tracking - Quarterly	**$200**	☐ Yes ☒ No
▪ SafeAccess (24/7) Online Deposit History Only	**$200**	☐ Yes ☒ No
▪ FullAccess (24/7) Online Comprehensive	**$200**	☐ Yes ☒ No
▪ L1 Deposit Verification – Limited Only	**$200**	☐ Yes ☒ No
Additional Optional Services		
▪ L2 Verification – File Analysis – per check	**Quote Only**	
▪ L3 Verification – Comprehensive – per check	**Quote Only**	
Release Request Fee – per request	**$200**	

*One product deposit and one beneficiary fee will always be invoiced

All Fees Are Payable in US Dollars unless otherwise agreed to in writing

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EXHIBIT D
BENEFICIARY ACKNOWLEDGEMENT FORM
INNOVASAFE ACCOUNT # 2738

The undersigned Designated Beneficiary hereby acknowledges, accepts, and agrees to be bound by the terms of the above referenced intellectual property Escrow Agreement by and between InnovaSafe, Inc., a California corporation, as intellectual property Escrow Agent and Sustain Technologies, Inc. as Depositor, on this _____ day of _____, 20_____ (the "Agreement"). Beneficiary further agrees to pay InnovaSafe a release request fee of $_____ per request for release of the Deposit Material listed on the Ex Bns due immediately at the same time that the release condition notice is submitted to InnovaSafe pursuant to Paragraph 4.3 Release Procedures.

BENEFICIARY INFORMATION:

☐ Check here if there is an alternate contact person and list them on the back of this form.

Company:	Contact:
Title:	Email:
St. Address:	City/State:
Postal Code:	Country:
Tel #:	Fax #:

Signature (Required): _____

PLEASE RETURN THIS FORM COMPLETED AND SIGNED TO:

BY FIRST CLASS MAIL:

INNOVASAFE, INC.
PO BOX 800256
VALENCIA, CA 91380-0256 USA

BY COMMERCIAL COURIER

INNOVASAFE, INC.
28502 CONSTELLATION ROAD
VALENCIA, CA 91355

BY FACSIMILE:

1-661-295-5515

Exhibit E

EXHIBIT C
MINIMUM SYSTEM REQUIREMENT

NAS
Document Storage

Internal Users

Public Users

Public Portal
Application
Database

FIREWALL

DMS
Application and
File Server

Database
Servers
MS SQL

Application
Servers

Scanner
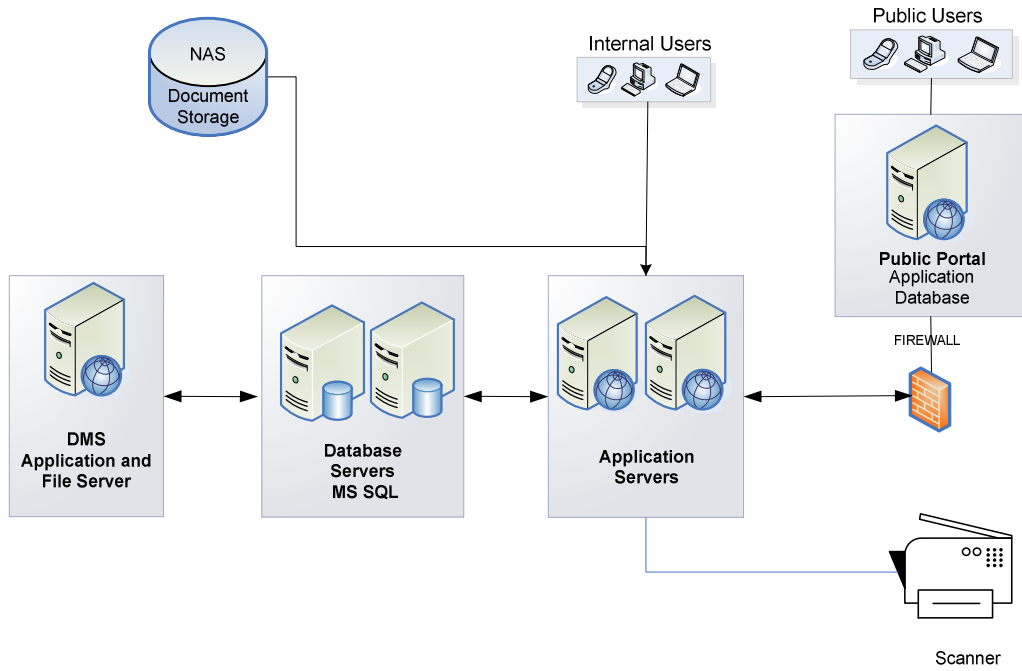
DEVELOPMENT, TESTING, TRAINING, AND STAGING

Users

eProsecutor/DMS/
eProsecutorPublic
Application Server

eProsecutor/DMS/
eProsecutorPublic
Database Server
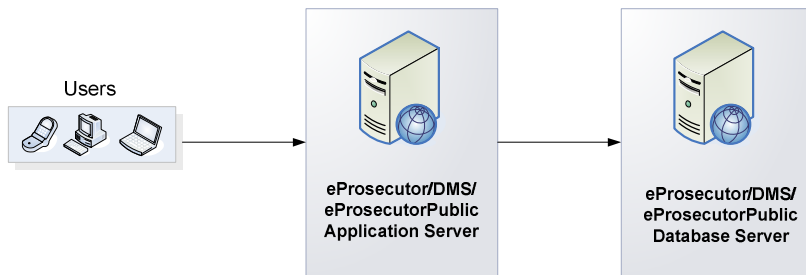
Exhibit E

Virtual Server Specifications

		# Machines	Memory GB	# Cores
Production				
	eProsecutor	1	8	8
	eProsecutor DB	1	32	8
	Report DB	1	16	4
	Portal	1	4	4
	Portal DB	1	8	4
Staging/Testing				
	eProsecutor	1	4	2
	eProsecutor DB	1	4	2
	Portal	1	2	2
	Portal DB	1	2	2
Development				
	eProsecutor	1	4	2
	eProsecutor DB	1	4	2
	Portal	1	2	2
	Portal DB	1	2	2

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/27/2017

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	CONTACT NAME:		
Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107	**PHONE (A/C, No, Ext):** (626) 799-7000		**FAX (A/C, No):** (626) 583-2117
	E-MAIL ADDRESS:		

		NAIC #
www.boltonco.com 0008309	**INSURER(S) AFFORDING COVERAGE**	
	INSURER A: Hartford Fire Insurance Company	19682
INSURED Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012	**INSURER B:** Trumbull Insurance Company	27120
	INSURER C: Hartford Underwriters Insurance Company	30104
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES   CERTIFICATE NUMBER: 36934386   REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR ✓ Deducible $0	✓		72UUNZD0574	1/1/2017	1/1/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY ✓ Ded $1000			72UUNZD0574	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	✓ **UMBRELLA LIAB** ✓ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			72RHUZD0574	1/1/2017	1/1/2018	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72WEGH2790	1/1/2017	1/1/2018	✓ PER STATUTE ☐ 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
A	Software Errors & Omissions & Cyber Liability CLAIMS MADE FORM			72 TE 0227631-17	1/17/2017	1/17/2018	Limit $5,000,000 per Glitch / Aggregate Retention $250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL Additional Insured per the attached HG00010605 form, only if required by written contract/agreement.
GL Primary & Non-Contributory Wording applies per the HG0001 06/05 pg. 14 attached.
Notice of Cancellation applies per the IH03130611 attached.
Re: RFP # C25102-DA001-16
Additional Insured(s): Marion County, its officers, employees and agents.

CERTIFICATE HOLDER	CANCELLATION
RFP # C25102-DA001-16 Marion County Information Technology Department P.O. Box 14500 Salem, OR 97309	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** *Debra Rosas* Debra Rosas

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** –Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

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(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor**;**

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

(1) Copyright;

(2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(3) Title of any literary or artistic work.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17.a., b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Discrimination Or Humiliation

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees and Volunteer workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will

have all your rights and duties under this Coverage Part.

e. **Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Newly Acquired or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. **Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. **Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities**.**

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

   c. All other parts of the world if the injury or damage arises out of:

      (1) Goods or products made or sold by you in the territory described in **a.** above;

      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

   a. Refusal to employ a person;

   b. Termination of a person's employment; or

   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by:

    a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

    b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section **III** – Limits of Insurance;

    b. A sidetrack agreement;

    c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

    However, Paragraph **f.** does not include that part of any contract or agreement:

    (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

       (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

       (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

    (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

   (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

   (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

   (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

   (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

      (a) You;

      (b) Others trading under your name; or

      (c) A person or organization whose business or assets you have acquired; and

   (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

   (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

   (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

   (1) Work or operations performed by you or on your behalf; and

   (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

   (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

   (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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