



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 4/13/22

Department: Community Services Agenda Planning Date: 3/24/22 Time required: 5

Audio/Visual aids

Contact: Tamra Goettsch Phone: 503.589.3200

Department Head Signature: [Handwritten Signature]

TITLE: Community Resource Network Contract approval

Issue, Description & Background: The Community Resource Network (CRN) is a free online collaborative tool that organizations can use to share resources and/or fulfill unmet needs of their clients. The program was originally launched in 2011 and was put on hold due to staffing changes within the Community Services Department. In 2016, the program was relaunched by Galaxux, Inc. who has over the years provided ongoing support and maintenance of the program. The Community Services Department has been a pilot for the program since it was relaunched. The CRN is currently hosted on the County's server, but this is no longer feasible. An external cloud-based platform, along with ongoing support and maintenance is needed. The CRN was built specifically for Marion County and there is only one provider of this software. The Community Services Department requests approval of the Contract to award Galaxux, Inc. a five year contract to move the Marion County CRN to a cloud based platform, migrate all data to the cloud, and continue to provide support, upgrades, and maintenance to the program.

Financial Impacts: \$132,440, which is included in the department budget

Impacts to Department & External Agencies: None.

Options for Consideration: 1. Approve 2. Deny 3. Approve with edits

Recommendation: Approve and sign the contract

List of attachments: Board Agenda Review Form, Contract Review Sheet and Software as a Service Contract

Presenter: Tamra Goettsch

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Copies to:

Krista Ulm kulm@co.marion.or.us



Contract Review Sheet

CS-4170-21

Software & Services Agreement #: CS-4170-21 Amendment #: _____

Contact: Krista Ulm Department: Community Services

Phone #: 503.373.4447 Date Sent: Tuesday, March 15, 2022

Title: Community Resource Network

Contractor's Name: Galaxux, Inc.

Term - Date From: July 1, 2021 Expires: June 30, 2026

Contract Total: \$ 132,440.00 Amendment: \$ - New Total: \$ 132,440.00

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: Special Procurement CMS # 1087

Description of Services or Grant Award

Community Resource Network (CRN) license, annual maintenance, and hosting

Desired BOC Session Date: April 6, 2022 BOC Planning Date: March 24, 2022

Completed packet and all copies due in finance by noon on: Wednesday, March 16, 2022

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Risk Manager _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____

Date _____ To be filed Added to Finance Table

Date _____ Returned to department for signature

REQUEST FOR SPECIAL PROCUREMENT No. 1087

Date of Request: 3/3/2022

Department Name: Community Services

Department Contact Name: Krista Ulm

Type of Request: _____ Class Special Procurement Contract-specific Special Procurement

Time Period Requested: From: 7/1/21 To: 6/30/26

Total Estimated Cost: \$ 132,440.00

Title: Supplies and/or Services to be Acquired:

Community Services Department (CS) would like to enter into a contract with Galaxux for licensing and annual maintenance of the Community Resource Network (CRN) which is a network that connects community resources to the people who need them most.

Request, Background and Proposed Contracting Procedure:

a. Request:

CS requests approval of a Special Procurement to enter into an agreement with Galaxux, Inc. for license customization, monthly hosting, and license fees for the CRN.

b. Background:

The CRN is a collaborative network that connects resources to people. The online membership-only platform is open to businesses, government, and nonprofit organizations and allows service providers to assist clients with immediate needs that are traditionally not available by any other means. For example, a Department of Human Services caseworker may request beds for children entering a new foster home. The request is posted on the CRN and members with a matching profile receive an email about the request. Another example is a local church that may have tables, chairs, shelves, and infant seats that they would like to get rid of so they would post these items on the CRN as "I have something to share."

In 2011, Marion County Children & Families Department launched the CRN and in 2012 was put on hold due to lack of financial and human resources. In 2016, the CRN was relaunched when the department partnered with Galaxux to help recreate and further develop the software. Galaxux has since provided their services, including updates, testing, and ongoing maintenance, at no cost to the County. Prior to July 2021, maintenance and updates were performed and then sent to Marion County to test and eventually to the Information Technology Department where it is hosted on the County's server. The CRN software has transitioned to a Software as A Service (SAAS) program, which will lessen the burden on staff in the Community Services and Information Technology departments.

The CRN is an online tool that helps local service providers be more efficient and effective when serving its clients. CRN is a program of last resort that helps to promote an equality-of-opportunity among social service providers, which allows organizations of any size gain access to a broader audience to facilitate the acquisition of goods and services identified through individual organizations' case management services.

c. Proposed Contracting Procedure:

CS will use a direct award and negotiation as its contracting procedure.

Justification for use of Special Procurement: Describe the circumstances that justify the use of a Special Procurement. Attach relevant documentation.

The CRN was created and launched by the Community Services Department. Galaxux built the site and for several years has allowed the County to be a pilot for the CRN and has provided maintenance and upgrades at no cost to the County.

The County currently hosts the CRN on its server, but this option is no longer feasible. An external cloud-based platform, along with ongoing support and maintenance is needed. The CRN was built specifically for Marion County and there is only one provider of this software.

Findings to Satisfy the Required Standards: This proposed special procurement:

 X (a) will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts because:

The CRN is a software that was built by the proposed contractor who has also provided ongoing support and maintenance of the CRN.

and

 (b)(i) will result in substantial cost savings to the contracting agency or to the public because:

or

 X (b)(ii) will otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the requirements of ORS 279B.055, 279B.060, 279B.065, or 279B.070, or any rules adopted thereunder because:

The proposed contractor currently working with the County on the CRN owns the software. Continuing with the proposed contractor provides continuity, saves financial resources that would otherwise be needed to recreate, or purchase new software. Ultimately, members who consistently use the CRN to help their clients will benefit from the ongoing support, knowledge, and expertise that the proposed contractor possesses.

Special Procurement Authorized: Yes No

Chief Administrative Officer or Designee Date

Reviewed by Contracts and Procurement Date

REQUEST FOR AUTHORIZATION OF CONTRACT

Date: March 15, 2022
To: Chief Administrative Officer
Cc: Contract File
From: Krista Ulm
Subject: Retroactive

The Marion County Community Services Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Galaxux for hosting and maintenance of the Community Resource Network (CRN) with a value of \$132,438.00 and will be effective retroactive to July 1, 2021 upon approval.

As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

Marion County has been using the CRN at no cost since 2017. In June 2021, we were notified that the CRN platform could no longer be free and in order to pay for these services, a contract needed to be executed. All software contracts require County IT approval, and it just took time to come to an agreement between IT, Finance, Community Services, and the contractor.

As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

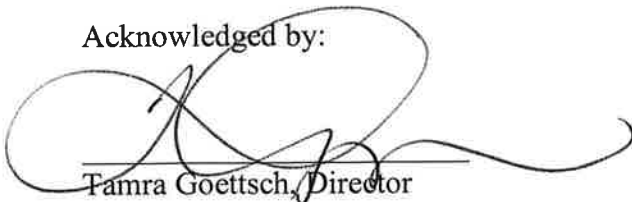
Allow more time to process Software as a Service (SaaS) contracts. The average timeline for these types of contracts is 12-18 months, or longer.

Submitted by:



Krista Ulm, Community Services Dept.

Acknowledged by:


Tamra Goettsch, Director

MARION COUNTY
SOFTWARE AS A SERVICE (SaaS) CONTRACT
for
Community Resource Network

PARTIES

Marion County (County)
555 Court St. NE
Salem, OR 97301

Galaxux Inc. (Contractor)
569 Radio Court NW
Salem, OR 97304

RECITALS

The County processed Special Procurement No 1087 on April 6, 2022 for the implementation of the Community Resource Network (CRN) system utilizing the software as a service (SaaS) delivery model, subscription thereto, and support thereof. The County now desires to engage Contractor to provide certain SaaS services, under the terms and conditions of this SaaS Contract (Contract).

AGREEMENT

SECTION 1: DEFINITIONS

Terms not defined elsewhere in this Contract have the following meanings:

“Acceptance” means the Deliverables have been completed, installed, and diagnostic tests have been performed to demonstrate, to the County’s satisfaction, that the Deliverables conform and operate according to the requirements of this Contract, applicable Documentation, Acceptance Criteria, and Contractor’s performance warranties.

“Acceptance Certificate” means a written instrument by which the County notifies Contractor that in the County’s sole discretion the Acceptance Criteria have either been met or waived, in whole or in part.

“Acceptance Criteria” means all specifications, functionality, and performance requirements as set forth in Section 7, Schedule 3.1, Contractor’s proposal, and Contractor’s performance warranties.

“Acceptance Test” means the evaluation and testing method, procedures, or both, that are used to determine whether or not a Deliverable requiring Acceptance Testing operates in accordance with the Acceptance Criteria. Acceptance Testing may occur in one or more phases, depending on the integration of contingent products, scalability, performance tuning or other measurable features or milestones.

“Breach of Security” has the same meaning as the term “Breach of Security” under the Oregon ID Theft Act and also includes: (i) any act or omission that compromises either the security, confidentiality, or integrity of Protected County Information or the physical, technical, administrative, or organizational safeguards put in place by Contractor (or put in place by the County should Contractor have access to the County Network) that relate to the protection of the security, confidentiality, or integrity of Protected County Information; and (ii) a breach or alleged breach of this Contract relating to such privacy and data security practices. Without limiting the foregoing, a compromise includes any unauthorized access to or disclosure or acquisition of Protected County Information.

“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 COTS Software.

“Contractor Personnel” means any individuals Contractor assigns to provide Services, including without limitation Contractor’s employees, temporary personnel, contractors, subcontractors, and other third parties under Contractor’s control.

“COTS Software” means commercial off-the-shelf software that Contractor delivers to the County pursuant to the provision of Services.

“County Data” means all data created by or in any way originating with the County, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the County, whether such data or output is stored on the County’s hardware, Contractor’s hardware, or exists in any system owned, maintained, or otherwise controlled by the County or by Contractor.

“County Intellectual Property” means any intellectual property that is owned by the County, including but not limited to any derivative works and compilations of any County Intellectual Property.

“County Network” means the County's computer systems and data processing capabilities, programs, data storage and communication capabilities, and all related equipment and devices, including any public Wi-Fi or other network provided to the County's customers, tenants and guests.

“Deliverable(s)” means the Services, including Work Product, and all Software or other products that Contractor is required to deliver to the County under this Contract.

“Documentation” means all documents, including documents that are Deliverables described in the Contract 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 products and Services that are to be delivered by Contractor under the Contract.

“Effective Date” means date this Contract becomes fully executed.

“Error” means any defect, problem, condition, bug, or other partial or complete inability of the Subscription Services to operate in accordance with the applicable specifications and Documentation.

“Final Acceptance” means the County has determined that a Deliverable requiring Acceptance Testing: (a) has met the Acceptance Criteria and the County has provided an Acceptance Certificate to Contractor; and (b) all Deliverables function and perform compatibly and without Error.

“Material Breach” means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.

“Non-Subscription Services” means the services provided to the County by Contractor under the Contract that are not included in the definition of Subscription Services, together with all documentation provided by or otherwise required of Contractor for any of such services.

“Oregon ID Theft Act” means the Oregon Consumer Information Protection Act at ORS 646A.600 et seq.

“Personal Information” means consumer information or data as that term is used in ORS 646A.602(12), including but not limited to Social Security numbers.

“Removable Media” means Removable data storage media, including without limitation portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, memory cards (e.g. Secure Digital, Memory Sticks, CompactFlash, SmartMedia, MultiMediaCard, xD-Picture Card), and magnetic tape.

“SaaS Application” means the SaaS computer software described on Schedule 3.1 to which Contractor has granted the County access and use as part of the Subscription Services. This includes any customization, other derivative works, upgrades, releases, fixes, or patches related to such software that Contractor develops or deploys during the term of this Contract, together with all Documentation provided by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, or patches.

“Services” means Subscription Services and Non-Subscription Services, collectively.

“Software” means the software identified in Schedule 3.1, including but not limited to the SaaS Application and COTS Software, and all related Documentation that Contractor will deliver to the County under this Contract.

“Subscription Services” means the County’s access to and use, and Contractor’s provision, of the SaaS Application and related services in accordance with the terms and conditions set forth in this Contract.

“Third Party Intellectual Property” means any intellectual property owned by parties other than the County or Contractor and contained in or necessary for the use of the Deliverables, including but not limited to COTS Software owned by third parties, and derivative works and compilations of any Third-Party Intellectual Property.

“Upgrade” means a newer, better version, change, modification, or enhancement to the SaaS Application, and related Documentation, which Contractor makes available from time to time, which incorporates major new features or increases the core functionality of the SaaS Application and may be considered a new version. Upgrades may include error correction, bug fixes, additions to, or patches to the SaaS Application.

“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 registrable 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) under this 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.

SECTION 2: TERM AND TERMINATION

2.1 Term

The term of this Contract is July 1, 2021 until June 30, 2026, unless sooner terminated under the provisions of this Contract.

2.2 Early Termination

This Contract may be terminated as follows:

2.2.1 County and Contractor, by mutual written agreement, may terminate this Contract at any time.

2.2.2 County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

2.2.3 Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

2.2.4 Notwithstanding the previous subsection, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

2.3 Contractor Obligations Upon Termination

Upon any termination of this Contract:

2.3.1 Contractor will make available to the County a file or files containing all of the County's Data in a format acceptable to the County, within 30 calendar days of termination;

2.3.2 Upon the County's request, Contractor must delete and destroy all of the County's Data in a manner consistent with U.S. Department of Defense destruction procedures; and

2.3.3 Contractor shall not transfer any of the County's Data to third parties.

SECTION 3: SERVICES

Unless expressly provided otherwise by this Contract, Contractor shall provide all labor, equipment, and materials necessary to perform the following Services:

3.1 Subscription Services

Contractor will provide to the County all required services set forth on the attached Schedule 3.1, including but not limited to access to and use of the SaaS Application, software and data hosting and storage, consulting, implementation, training, and helpdesk support services, in accordance with the service level requirements set forth on Schedule 3.1.

3.2 Non-Subscription Services

Contractor will provide to the County all required services set forth on the attached Schedule 3.2.

3.3 Subscription Services Support; Error Resolution; Training; Downtime

3.3.1 Support

Contractor shall establish and maintain the organization and processes necessary to provide support and error-resolution services to the County.

3.3.2 Error Resolution

Severity Level and Response Times: Unless otherwise specified in Schedule 3.1 or Schedule 3.2, upon receipt of telephone or written notice from the County specifying a problem, and upon receipt of such additional information as Contractor may request, Contractor shall respond as described below to resolve reported and reproducible Errors in the Subscription Services or SaaS Application, so that the SaaS Application operates as specified in this Contract:

- a. High Level Severity: A critical function is inoperative, and no work-around is available, or the user experience is such that either County or public end users are severely and negatively affected, or there are Errors or defects that cause data to be lost. Technical support will immediately initiate corrective actions and work beyond normal business hours as necessary to fix the problem. Initial response time to the escalated issue shall not exceed 24 hours, and resolution time shall not exceed five (5) business days.
- b. Medium Level Severity: A non-critical function or overall performance is materially impaired, or a critical function is impaired but a temporary work-around is available and can be easily communicated to functional users. Technical support will immediately initiate corrective actions and fix the problem as soon as possible during normal business hours. Response time shall not exceed 48 hours following notification of the problem, and resolution time shall not exceed ten (10) business days.
- c. Low Level Severity: A problem arises which does not materially impair the County's essential operations. Resolution time shall not exceed fifteen (15) calendar days; or if the next Upgrade is confirmed to correct the identified problem and is scheduled to be released within thirty (30) days of the problem report, then that schedule may be used in lieu of the 15-day resolution period. Such an alternative must be confirmed in writing as an option to the County and acknowledged as acceptable.
- d. Information Request: The County initiates a support ticket to obtain information or assistance about product capabilities or installation configuration. Response time shall not exceed 15 business days.

3.3.3 Remedies

In the event that a support request of high or medium level severity is not resolved in the timelines agreed to in this section, the County shall send Contractor written notice of such failure to resolve a request. If such request is not resolved within thirty (30) days from the time of the County's initial notice to Contractor of Contractor's failure to resolve the request, then in addition to any other remedies to which the County may be entitled (including but not limited to the remedy set forth in the Breach of Contract Section below) the County may, at the County's sole option, either:

- a. continue using the Services until resolution is achieved;
- b. require Contractor to replace the failed component; or

c. Notwithstanding section 3.3.6, terminate use of the Services, in which case Contractor shall promptly refund to the County all costs including applicable fees paid by the County. The one-time License Customization Fee of \$50,000, paid to the Contractor, is not refundable.

3.3.4 Training for Upgrades or Major Repairs

At the County's request, Contractor shall provide at no additional cost to the County on-site or remote training for end users and for site/system County administrators in connection with Upgrades or major repairs that change the functional operation of the SaaS Application, whether such repair or alteration is a permanent or interim modification.

3.3.5 Downtime

Contractor will provide the County with a minimum of ten (10) business days' notice of planned downtime of the SaaS Application where such downtime may have an impact on the County's operations by the County's internal or external end users.

3.3.6 Limitation of Liability

In no event will Contractor be liable for any loss or unavailability of or damage to data, lost revenue, lost profits, failure to realize expected savings, damage to reputation, business interruption, downtime costs or any indirect, incidental, consequential, special, punitive, exemplary or any similar type of damages arising out of or in any way related to the agreement, the use or the inability to use the software, maintenance or consulting services, even if advised of the possibility of such damages. County assumes all responsibility for the selection of the software and other products, or services provided hereunder to achieve customer's intended results.

3.3.7 Force Majeure.

In no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Contractor shall use reasonable efforts which are consistent with accepted practices in the software industry to resume performance as soon as practicable under the circumstances.

SECTION 4: COMPENSATION

4.1 Subscription Services

4.1.1 Annual Fee

Payment for License Customization, Monthly Hosting and License fees, in the amount set forth on Schedule 3.1, shall be due after Final Acceptance and upon the date of first use of the SaaS Application by the County with public end users.

4.1.2 Adjustments

Contractor may request a rate adjustment no more frequently than annually for the ensuing one-year period beginning on the Effective Date of the Contract or on an anniversary of the Effective Date to reflect actual increases in Contractor's cost to perform the Services, by

submitting a written request with backup documentation establishing the actual increases in cost. In no event shall the rate adjustment be more than the percentage change during the preceding year in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, not seasonally adjusted, all items, published by the U.S. Department of Labor. Any request for a rate adjustment shall be submitted to the County no less than sixty (60) calendar days prior to the end of the term.

4.2 Non-Subscription Services

The County shall pay Contractor for satisfactorily complete Non-Subscription Services at the rates set forth on Schedule 3.2.

4.3 Reimbursable Expenses

The County will not reimburse Contractor for any expenses under this Contract.

4.4 Annual Compensation Limit

The total compensation payable to Contractor for Services under this Contract shall not exceed \$132,440.00 without a written amendment signed by authorized representatives of both parties.

4.5 Invoicing, Payment Terms

Contractor shall invoice the County for charges due and payable for Subscription Services, and Non-Subscription Services. Upon execution of this contract and receipt of an invoice, County shall pay Contractor one-half of the License Customization fee and prorated monthly hosting and license fees. The remaining balance will be paid after User Acceptance Testing (UAT) Schedule 7.2.3 has been signed and submitted to Contractor and receipt of an invoice.

The County shall pay approved invoices within thirty (30) days of receipt of invoice. Contractor shall include the Contract number provided by the County on all requests for payments and shall submit invoices to:

Marion County Community Services Department
PO Box 14500
Salem, OR 97309
or via email to CSReporting@co.marion.or.us

SECTION 5: NOTICE

Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

5.1 Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

5.2 Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:
Galaxux, Inc.
Attn: Wasi Khan
569 Radio Court NW
Salem, OR 97304

To County:
Procurement & Contracts Manager
555 Court St NE, Suite 5232
PO Box 14500
Salem, OR 97309
Fax No. 503-588-5237

and

Community Services Department
Attn: Krista Ulm
PO Box 14500
Salem, OR 97309
kulm@co.marion.or.us

SECTION 6: CONTRACT PERSONNEL

6.1 Project Managers

All correspondence related to the Services shall be directed to the Project Manager for the party to whom the correspondence or notice is intended. Whenever this Contract requires the consent of a party, the consent must be given in writing by the Project Manager or the Project Manager's designee. Any change in Contractor's project manager must comply with the Key Persons Section of this Contract.

County Project Manager:

Tamra Goettsch
Phone: 503-589-3200
e-mail: tgoettsch@co.marion.or.us

Contractor Project Manager:

Wasi Khan
Phone: 503-999-5029
Email: wasi@galaxux.com

6.2 Key Persons

Contractor acknowledges and agrees that the County selected Contractor in part due to, and is entering into this Contract in part because of, the special qualifications of certain "Key Persons" identified below in this section. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities such Key Person is required to provide under this Contract to another employee of Contractor unless the County provides written consent to such delegation. Contractor shall not re-assign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides written consent to such reassignment or transfer. In the event Contractor requests the County to consent to a delegation, reassignment, or transfer of a Key Person, or in the event the Key Person is no longer employed by Contractor, the County may interview and review the qualifications of the substitute personnel prior to providing the County's consent or rejecting such replacement. Any such replacement shall have substantially equivalent or better qualifications than the Key Person being replaced. Contractor shall not charge the County and the County shall not pay for any replacement personnel while such replacement acquires the necessary orientation to proceed with the Services. Any substitute personnel approved by the County shall thereafter be deemed a Key Person for purposes of this Contract.

Name

Position

Wasi Khan

Owner

6.3 Contractor's Staff

Contractor shall provide adequate staff to complete the Services in the time frames set forth in this Contract. In the event that a Contractor employee assigned to perform Services for the County under this Contract is subsequently found to be unqualified or reasonably determined by the County not to perform Services in a professional manner, the County shall notify Contractor of the details regarding such conduct and Contractor shall either remove such employee from all responsibilities hereunder or promptly seek a resolution under the Dispute Resolution Section.

SECTION 7: ACCEPTANCE TESTING

7.1 Right to Perform Acceptance Testing

Prior to accepting the Deliverables, the County may perform Acceptance Testing. Contractor shall cooperate with the County in the development of Acceptance Criteria and the Acceptance Test plan that shall codify and set forth the location, date, and other specifications of Acceptance Testing. Acceptance Criteria and the Acceptance Test plan for Subscription Services shall be incorporated into the attached Schedule 3.1. Contractor shall perform all user acceptance testing. The County shall make sure the software is functional after it has been set up in the cloud.

7.2 Procedure and Timetable

Unless otherwise specified:

7.2.1 The County shall commence Acceptance Testing no later than fifteen (15) days after test launch of the SaaS Application;

7.2.2 Contractor shall provide, at no additional cost, reasonable and appropriate support, assistance, and consultation regarding the Deliverables in order to facilitate Acceptance Testing; and

7.2.3 Acceptance Testing shall not exceed thirty (30) days, and the County will make all reasonable efforts to complete Acceptance Testing within the time period specified. If Acceptance Testing is successful, the County shall issue an Acceptance Certificate substantially in the form attached as Schedule 7.2.3.

7.3 Failure of Acceptance Test

The County will notify Contractor if a Deliverable or a portion of a Deliverable fails to pass an Acceptance Test and will specify in reasonable detail the identified failures. After the County's notification, Contractor shall correct the Deliverable, or the affected portion, within ten (10) days and will notify the County that the correction has been completed. After Contractor's correction notification, the County shall perform a second Acceptance Test. If a Deliverable or a portion of a Deliverable fails to pass the second Acceptance Test, the County shall notify Contractor in writing, and the County may, in its sole discretion:

- a. terminate the Contract with no further liability;
- b. require Contractor to replace the Deliverable or defective portion of the Deliverable at no additional cost to the County;
- c. require Contractor to make further corrections to prepare for retesting again;
- d. accept the Deliverable at a reduced cost to be negotiated between the parties; or

e. issue an Acceptance Certificate entitled “Acceptance with Exception(s).”

7.4 Acceptance with Exception(s)

If the County issues an “Acceptance with Exception(s)” the County will list the exception(s) and the expected date for Contractor’s correction. If exceptions are corrected by the listed date(s) the County will commence further Acceptance Testing of the Deliverable or affected portion(s). If the system passes the Acceptance Tests, the County will issue an Acceptance Certificate.

7.5 Failure of Test

If a Deliverable fails a second Acceptance Test (or in the event of a single Acceptance Test, the Test) in no event shall there be an increase to the original price agreed to by the parties for the Deliverable.

7.6 County Acceptance of Failure

If the County elects to accept the Deliverable even with a failure(s), then the County may request that Contractor issue a refund to the County in an amount equal to a percentage of the full fee value of the Deliverable that the parties mutually determine represents the loss of functionality of the Deliverable.

7.7 Revocation of Acceptance

The County may revoke Acceptance if a defect in the Deliverable constitutes a Material Breach of this Contract and the County granted a conditional Acceptance based on Contractor’s commitment to correct the defect within a reasonable period of time, but it has not been so corrected. The County may also revoke Acceptance if the County accepted the Deliverable without discovery of the defect, and the Acceptance was reasonably induced by Contractor’s assurances or by the difficulty of discovery of the defect before Acceptance. Revocation is effective only if it occurs within a reasonable time after the County discovers or should have discovered the reasons for revocation.

7.8 Termination Based on Failure of Acceptance

If the Deliverable fails to pass the Acceptance Test(s), the County may terminate this Contract. Contractor shall refund all costs paid for the Deliverable in U.S. Dollars within fifteen (15) calendar days. The refund shall be in cash or its equivalent and not in the form of future credits from Contractor.

7.9 No Waiver

Acceptance shall not relieve Contractor from its responsibility under any warranty. Payment for a Deliverable does not constitute Acceptance, nor does it constitute a waiver of any warranty applicable to the County.

SECTION 8: RIGHT TO USE, OWNERSHIP AND LICENSE

8.1 Right to Use

Contractor grants the County an unlimited, non-exclusive right to access and use the Services.

8.2 License

Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to the County pursuant to the Services performed. Contractor grants the County a license to use all other Contractor Intellectual Property related only to CRN application. Unless otherwise stated in this Contract, Contractor grants the County a non-exclusive, irrevocable, royalty-free, worldwide license to use, copy, display, distribute, transmit and prepare derivative works of Contractor Intellectual Property, and to authorize others to do the same on the County’s behalf.

8.3 Work Product

Contractor owns all Work Product. Contractor grants the County a non-exclusive, irrevocable, 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 the County's behalf.

8.4 Third Party Intellectual Property

Contractor shall secure on the County's behalf, in the name of the County and subject to the County's approval, a license to Third Party Intellectual Property sufficient to provide the Services and fulfill the business objectives identified in this Contract and to authorize others to do the same on the County's behalf.

8.5 County Data and County Intellectual Property

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

8.6 No Other Rights

Except as expressly set forth in this Contract, nothing 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 the County. Except as expressly set forth in this Contract, nothing shall be construed as granting to or conferring upon the County any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

SECTION 9: CONFIDENTIALITY AND INFORMATION SECURITY

9.1 Protected County Information

Protected County Information includes all non-public data and information, in written or other tangible form and in electronic or non-tangible form, whether or not designated as confidential, which is provided by the County to the Contractor or which the Contractor obtains as a result of performing this Contract, including without limitation: (a) all proprietary information of the County; (b) all information secured physically or logically through encryption or other technology; (c) all individual information, including name, address, email address, passwords, account numbers, financial information, demographic data, marketing data, credit data, or any other identification data; (d) Personal Information; (e) all information relating to a County employee's compensation, benefits, employment history, performance, and other personally identifiable employee information; (f) PCI Data; (g) all information provided to the County by third parties which the County is obligated to keep confidential; (h) all information concerning the County's research, engineering and development activities, data processing research and methods, marketing, merchandising, price data, cost data, suppliers and vendors, customers; tenants and guests; (i) any other data which is made available to Contractor through the County Network and the operability and functionality of the County Network; (j) all information that reflects use of or interactions with a County Business Service, including without limitation its web sites, information concerning computer search paths, any profiles created or general usage data, cookies, tags or beacons; (k) any data otherwise submitted in the process of registering for a County Business Service, including its web sites and any data submitted during the course of using a County Business Service, including its web sites; (l) all information which is required to

be kept confidential or secure by federal, state or local law, statute, regulation or ordinance, (m) all information that the County treats as confidential; and (n) all information that Contractor should reasonably know is confidential.

Notwithstanding subsection (i) immediately above, Protected County Information excludes any information that: (a) is or becomes part of the public domain through no act or failure to act on the part of Contractor; (b) is furnished to Contractor by a third party without restriction on disclosure, where such third party obtained such information and the right to disclose it to the receiving party without violation of any rights which the County may have in such information; or (c) has been independently developed by Contractor, before or after the execution of this Contract, without violation of any rights which the County may have in such information.

9.1.1 Nondisclosure; Use; Security Precautions

With respect to Protected County Information, Contractor shall:

- a. not disclose, distribute, share, or otherwise transfer it, directly or indirectly, to any third party except as expressly provided in this Contract or as the County may expressly consent in writing;
- b. use Protected County Information only in compliance with: (i) this Contract; (ii) the County's then-current privacy policies; and (iii) all applicable laws (including without limitation applicable policies and laws related to spamming, privacy, and consumer protection);
- c. use Protected County Information only as required to perform this Contract;
- d. hold and maintain it in trust and confidence for the County's benefit;
- e. not copy, transmit, reproduce, summarize, quote or make any commercial or other use of it, except for the County's benefit;
- f. inform all persons having access to it of the confidential nature thereof and of Contractor's obligations hereunder; and
- g. take reasonable security precautions and such other actions as may be necessary to ensure that there is no use or disclosure of it in violation of this Contract.

9.1.2 Compelled Disclosures

To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over Contractor, Contractor may disclose Protected County Information in accordance with such law or order or requirement, subject to the following conditions: As soon as possible after becoming aware of such law, order or requirement and prior to disclosing Protected County Information pursuant thereto, Contractor will so notify the County in writing and, if possible, Contractor will provide the County notice not less than five (5) business days prior to the required disclosure. Contractor will use reasonable efforts not to release Protected County Information pending the outcome of any measures taken by the County to contest, otherwise oppose or seek to limit such disclosure by Contractor and any subsequent disclosure or use of Protected County Information that may result from such disclosure. Contractor will cooperate with and provide assistance to the County regarding such measures. Notwithstanding any such compelled disclosure by Contractor, such compelled disclosure will not otherwise affect Contractor's obligations hereunder with respect to Protected County Information so disclosed.

9.1.3 Breach of Security Reporting and Remediation

In the event of a Breach of Security that applies to Protected County Information, Contractor shall immediately report the Breach of Security to the County project manager and cooperate closely with the County in the investigation, reporting, remediation and resolution of the Breach of Security. Contractor shall comply with the breach reporting obligations of the Oregon ID Theft Act and all applicable federal or state privacy or data protection statutes, rules, or regulations governing the County and the Services; provided, however, that prior to giving notice under the Oregon ID Theft Act or any other applicable reporting requirement, Contractor shall first notify the County's project manager under this Contract, and in any event, Contractor's notice to the County shall occur within 24 hours of Contractor's discovery of the breach. The County must approve the form of any notices sent by the Contractor to affected individuals or to the public.

Contractor will also promptly report to the County project manager (but in no event more than twenty-four (24) hours after the occurrence) any Breach of Security or unauthorized access to Contractor's systems that Contractor detects or becomes aware of, whether or not such breach rises to a reportable level under the Oregon ID Theft Act or any other applicable reporting requirement, and whether or not the breach resulted in the loss of Protected County Information. Reportable incidents under this subsection include, without limitation, instances in which an individual accesses Contractor's systems in excess of the individual's user rights or uses the systems inappropriately.

Reports under this subsection must be made by telephone and subsequently via e-mail and any other delivery requirement for giving notices under the Contract. The report shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

Contractor will use diligent efforts to remedy any Breach of Security that applies to Protected County Information or other breach of security or unauthorized access in a timely manner and will deliver to the County a root cause assessment and future incident mitigation plan with regard to any such breaches or unauthorized access.

9.1.4 No Retention

Contractor will not gather, store, log, archive, use or otherwise retain any Protected County Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain Protected County Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Protected County Information in accordance with Section 9.4.

9.2 Return or Destruction of Protected County Information and Other County Assets

9.2.1 Ownership of Protected County Information

As between the County and Contractor, Protected County Information is and will remain the exclusive property of the County and, as applicable, its third-party Contractors and licensors. Nothing contained in this Contract shall be construed as granting or conferring any right, title or interest in any Protected County Information, patent, trademark, copyright, other proprietary right, or asset that is now or subsequently owned by the County, regardless of whether such information, proprietary right, or asset is transferred to, installed on, stored, or processed through Contractor's equipment, hardware, or software.

9.2.2 Return or Destruction of Protected County Information and Other County Assets

At any time upon the County's demand Contractor will promptly return to the County or destroy all Protected County Information, files, records, documents, materials, and other items which contain any Protected County Information, and all other County assets in Contractor's possession or control. Any copies thereof shall also be returned. Contractor will comply with this requirement with or without a termination of the Contract. In the absence of such a demand, Contractor will return or destroy all such Protected County Information and other County assets upon the termination of the Contract. Contractor's failure to comply with this subsection shall be a Material Breach of the Contract.

9.2.3 Hardware Return

When returning hardware containing Protected County Information to the County, the Protected County Information shall not be removed or altered in any way. The hardware must be physically sealed and returned via a bonded courier, or as the County otherwise directs. Prior to returning any hardware containing Protected County Information to a third party, Contractor must destroy all Protected County Information on such hardware in accordance with Section 9.4.2, then send the County project manager a notarized statement detailing the destruction method used, the data sets involved, the date of destruction, and the identity of the individual who performed the destruction within fifteen (15) days.

9.2.4 Contractor Bankruptcy, Etc.

The Contract is for the County's benefit. Accordingly, notwithstanding the institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against Contractor under the Federal Bankruptcy Code, or any other law or regulation; or the insolvency or making of an assignment for the benefit of creditors or the admittance by Contractor of any involuntary debts as they mature; or the taking of any action by Contractor in furtherance of any of the foregoing, Contractor will return all Protected County Information, files, records, documents, materials, and other items which contain any Protected County Information, and all other County assets in Contractor's possession or control, in accordance with Section 9.4.2. Contractor's assignment of the Contract without the County's prior written consent shall be a Material Breach of the Contract.

9.2.5 Certification of Return or Destruction

On the County's written request, Contractor will provide a notarized written statement to the County certifying that all Protected County Information, files, records, documents, materials, and other items which contain any Protected County Information, and all other County assets in Contractor's possession or control have been delivered to the County or destroyed, as requested by the County.

9.2.6 Destruction Standard

When required pursuant to this section, Contractor must destroy or erase Protected County Information in compliance with industry best practices (e.g., DoD 5220.22-M), but in no event less than the level of care set forth in the guidelines for media sanitization in NIST Special Publication 800-88, Rev. 1, unless otherwise approved in writing by the County.

9.3 Contractor Personnel

9.3.1 Qualifications

All Contractor Personnel will be duly qualified, properly trained, and capable of providing Services in a workmanlike manner at least as well as other skilled industry professionals.

9.3.2 Location of Services and Protected County Information

Except with the County's express written permission, the Services (including storage of Protected County Information), shall be provided solely from within the continental United States and India and on computing and data storage devices residing therein. In the event Contractor has secured the County's permission to perform some of the Services from outside the United States and India, Contractor will comply with the County's reasonable written security requirements made as conditions of such permission.

9.3.3 Protections

Contractor shall screen with appropriate background checks all Contractor Personnel in contact with or with access to Protected County Information or the County Network for potential security risks, and require all such individuals to sign appropriate written confidentiality/non-disclosure agreements. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply all Contractor Personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor Personnel promptly report actual and/or suspected Breaches of Security.

9.4 Application Security

Contractor will maintain and enforce information security standards in any software applications provided to the County under this Contract ("Applications") that, with respect to their interface with Protected County Information and the County Network: (i) are at least equal to industry standards for similar Applications; (ii) are in accordance with reasonable information security and network protection requirements; and (iii) provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to Protected County Information and the County Network. Contractor will allow the County, if necessary in the County's discretion, to implement reasonable measures to secure and defend Applications against unauthorized access to Protected County Information or the County Network. Applications must allow the County to change Contractor's default administrator settings, including the default password provided upon delivery, to settings of the County's designation. After acceptance, if security issues are discovered or reasonably suspected in the Applications, Contractor will assist the County in performing an investigation to determine the nature of the issue.

9.5 Contractor's Use of County Assets

Should the County permit Contractor to use any of the County's assets such as equipment, tools, software, the County Network, or facilities during the term of the Contract, such permission shall be gratuitous and Contractor shall be responsible for any injury or death to any person (including County employees) or damage to property (including the County's property) arising out of Contractor's use of such assets, whether or not such claim is based upon the condition of the asset or on the County's alleged negligence in permitting Contractor to use the asset.

9.6 Compliance with Laws and Policies

In addition to complying with all specific legal and operational requirements in these Information Security Provisions, Contractor will comply with all applicable federal or state privacy or information protection statutes, rules, or regulations governing the County and the Services. Contractor further will comply with all County data or information protection policies that the County may provide to Contractor from time to time.

9.7 Compliance by Others

Contractor must ensure the privacy and security of Protected County Information in permitted onward transfers. Contractor will cause Contractor's authorized representatives, including without limitation Contractor Personnel, to comply with the provisions of these Information Security Provisions.

9.8 Media Releases

Without the County's prior written consent, Contractor shall not issue or release any statement, article, advertisement, public or private announcement, media release or other similar publicity relating in any manner to any aspect of the Protected County Information, the County Network or premises, or any other County technology resource. Contractor may use the County's name, trademark, service mark, or logo with the County's prior written consent.

9.9 Injunctive Relief

Contractor acknowledges and agrees that due to the unique nature of Protected County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may injure the County or the individuals identified in the data, and therefore, that upon any such breach or any threat thereof, the County will be entitled to appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies the County might have at law or equity.

9.10 Sanctions Control Compliance

Contractor warrants that it is not owned or controlled, directly or indirectly, by any person or government from countries that are subject to economic, trade, or transactional sanctions imposed by the United States Government, including without limitation Cuba, Iran, North Korea, Syria, or Sudan, and that neither Contractor nor any of its owners, directors, officers, employees, or group companies appears on any lists of known or suspected terrorists, terrorist organizations or other prohibited persons made publicly available or published by any agency of the government of the United States (see http://export.gov/ecr/eg_main_023148.asp) or any other jurisdiction in which the County or any of its group companies are doing business, including without limitation the List of Specially Designated Nationals and Denied Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury. Contractor will notify the County immediately if these circumstances change.

9.11 Revisions

The County may revise these Information Security Provisions at its discretion, at any time on thirty (30) days advance written notice to Contractor ("Notice Period"). Contractor will comply with the new Information Security Provisions as revised. Contractor will notify the County within the Notice Period if Contractor cannot comply with the Information Security Provisions as revised, in which case the County may either: (i) terminate this Contract on thirty (30) days written notice to Contractor, without incurring any penalty, early termination charge or other charges except that the County remains responsible to pay all fees due up to the effective date of the termination; or (ii) withdraw the revisions to the Information Security Provisions, in which case the last version of the Information Security Provisions before the revisions were proposed will continue to apply, and the parties will continue to perform the Contract.

SECTION 10: CONTRACTOR IS INDEPENDENT CONTRACTOR

Contractor is an independent Contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. The County will not withhold

any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all applicable taxes arising out of or resulting from the performance of the Services, including but not limited to income, social security, worker's compensation, and employment insurance taxes.

SECTION 11: BREACH OF CONTRACT

11.1 Breach

Contractor's failure to correct a high or medium severity Error in accordance with Section 3.3.2 of this Contract shall constitute a Material Breach of this Contract representing a default under this Contract, in which case the County shall be entitled to a prorated refund of the latest annual maintenance fee paid by the County, in addition to any other remedies available to the County. The Contractor's one-time License Customization Fee is not refundable.

11.2 Cure and Remedies

Contractor must cure any breach of this Contract within the shortest reasonable time after Contractor first has actual notice of the breach or the County notifies Contractor of the breach, whichever is earlier. If Contractor fails to cure a breach in accordance with this subsection, the County may exercise one or more of the following remedies:

11.2.1 Substitute Services

The County may terminate that part of this Contract affected by the breach upon written notice to Contractor, may obtain substitute Services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the terminated Services. This price shall not exceed \$50,000.

11.2.2 Suspension of Services

Pending a decision to terminate all or part of this Contract under this section, the County may unilaterally order Contractor to suspend all or part of the Services. If the County terminates all or part of this Contract after such a suspension, Contractor will be entitled to compensation only for Services rendered prior to the date of termination but not for any Services rendered after the County-ordered suspension date. If the County suspends certain Services and later orders Contractor to resume those Services, Contractor will be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

11.2.3 Default

If the breach is material, the County may declare Contractor in default, and the County may pursue any remedy available for a default.

11.3 Recovery of Amounts Due for Breach

To recover any amounts Contractor owes to the County due to Contractor's material or non-Material Breach of this Contract, the County may withhold such amounts from any County payments to Contractor, including but not limited to payments made under this Contract or under any other agreement between the parties. Contractor's default under this Contract will be, at the County's option, a default under any other agreement between the parties.

11.4 Contractual Remedies Not Exclusive

The County will have all remedies available to the County under this Contract, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the County's rights under this Contract. All available remedies are cumulative and may be exercised singularly or concurrently.

SECTION 12: INDEMNIFICATION, DAMAGE TO COUNTY PROPERTY

Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

12.1 The acts or omissions of Contractor or Contractor's partners, directors, officers, employees, subcontractors, invitees, or agents under this Contract, including without limitation a breach or alleged breach of any representation, covenant, or warranty set forth in the Confidentiality and Information Security Section (collectively, "Claims"), provided that the County gives Contractor written notice of Claims; and

12.2 Any actual or alleged violation or infringement by the Services of any proprietary right of any person whatsoever, including any copyright, patent, trade name, trademark, or misappropriation of the trade secrets of any third party. The County will notify Contractor of such a claim and will give Contractor sole control of the defense of the claim and negotiations for its settlement or compromise. No settlement that prevents the County's continuing use of the SaaS Application shall be made without the County's prior written consent. If any third-party claim causes the County's use of the Services to be endangered, restricted, or disrupted, Contractor shall:

12.2.1 cause the infringing element of the Services to be replaced, at no additional charge, with a compatible functionally equivalent and non-infringing product;

12.2.2 cause the Services to be modified to avoid the infringement;

12.2.3 obtain a license for the County to continue using the Services and pay any additional fee required for such license; or

12.2.4 if, after Contractor uses all due diligence or applicable standard of care none of the foregoing alternatives is possible, Contractor will refund to the County fees actually paid by the County and any direct damages documented by County for the affected Services, including but not limited to the County's efforts in replacing such Services with an alternative similar service.

12.3 Damage to County Property. Contractor shall fully compensate the County for harm to the County's real or personal property caused by the acts or omissions, negligent or not, of Contractor or Contractor's partners, directors, officers, employees, subcontractors, invitees, or agents in relation to this Contract.

SECTION 13: DISPUTE RESOLUTION

13.1 Equitable Action

In the event of any breach or threatened breach of a party's proprietary rights or confidentiality, the aggrieved party is entitled to seek equitable relief to stop the breach without resorting to the procedures set forth below.

13.2 Escalation Procedure

In the event of any dispute between the parties relating to the performance of either party hereunder, an alleged material breach of this Contract, a termination, or a damages claim for any amount (each a "Dispute"), the parties will first attempt to resolve the Dispute through good faith negotiation in stages in the manner set forth below. A party may deliver notice of its intention to terminate this Contract for default at any time after the completion of Stage 2 negotiations.

13.2.1 Stage 1 (Project Manager Discussions):

An aggrieved party must describe the exact nature of the dispute in writing. The parties' project managers shall promptly discuss the dispute and negotiate in good faith to resolve it. If the discussion and negotiations fail to adequately resolve the dispute, the parties must promptly exchange written summaries of the dispute and their respective positions.

13.2.2 Stage 2 (Escalation to Management from Stage 1):

Promptly after exchange of the written summaries, senior managers of each party must review the summaries and negotiate in good faith in an attempt to resolve the dispute.

13.3 Other Claims

Any Dispute which is not resolved through the procedures set forth under Section 13.2 and Section 13.3, and any other dispute, may be submitted to a court of competent jurisdiction located in Marion County, Oregon. Nothing in this Contract, however, precludes the parties from agreeing to arbitration before instituting litigation. Each party agrees to jurisdiction and venue in the courts of the State of Oregon for any litigation arising under or relating to this Contract.

SECTION 14: INSURANCE

14.1 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:

14.1.1 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.

14.1.2 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 Information Technology Director and Risk Manager

14.1.3 CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- Required by County Not required by County.
- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

14.1.4 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

14.1.5 AUTOMOBILE LIABILITY INSURANCE. Covering all owned, 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

14.2 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.

14.3 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 this 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.

14.4 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.

SECTION 15: ASSIGNMENTS AND SUBCONTRACTS

Contractor may not assign or transfer any interest or obligation under this Contract without the County's prior written consent. Contractor may not subcontract any part of the Services without the County's prior written consent. Any assignment, transfer, or subcontract attempted in violation of this section shall be void.

SECTION 16: CONTRACTOR'S PERFORMANCE WARRANTIES

Contractor represents and warrants to the County that:

16.1 Contractor shall, at no additional charge to the County, furnish such materials and services as shall be necessary to correct any defects in the Services and maintain the Services in good working order;

16.2 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 in accordance with the highest standards prevalent in the industry or business most closely involved in providing the Services;

16.3 All Services shall conform to the Acceptance Criteria 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;

16.4 Except as may otherwise be expressly permitted or provided in this Contract, all Services shall be transferred to the 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;

16.5 When used as authorized in this Contract, no Service infringes, nor will the County's use, duplication, or transfer of such Services infringe, any copyright, patent, trade secret, or other proprietary right of any third party;

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

16.7 Contractor 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; and

16.8 At the time of delivery and installation on County hardware of any Software which may be provided through this Contract, such Software shall be free of what are commonly defined as viruses, worms, spyware, and other malicious defects that will hamper performance of the Software, unlawfully collect Personal Information, or prevent the Software from performing as required under the terms and conditions of this Contract.

SECTION 17: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to the County that:

17.1 Contractor has the power and authority to enter into and perform this Contract.

17.2 This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

17.3 Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

17.3.1 All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

17.3.2 Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

17.3.3 Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

17.3.4 Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

17.4 Any deliverables delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

SECTION 18: COMPLIANCE WITH LAWS

18.1 County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

18.2 Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in section 17.3 of this Contract.

Any violation of subsection 18.2 shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 17.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

18.2.1 Termination of this Contract, in whole or in part;

18.2.2 Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

18.2.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

18.3 These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 19: MISCELLANEOUS PROVISIONS

19.1 Governing Law; Venue.

ORS 15.320 provides that this Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

19.2 Time is of the Essence

Contractor agrees that time is of the essence in the performance of this Contract.

19.3 Force Majeure

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

19.4 Funding Modification

19.4.1 County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing 60 days written notice to the respective parties.

19.4.2 In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

19.5 Recovery of Funds

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and unrecovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

19.6 Access to Records

19.6.1 Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

19.6.2 Contractor agrees to establish and maintain financial records and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

19.7 Reporting Requirements

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such reports provided by the Contractor shall be supported by documentation in Contractor's possession from third parties to the extent as applicable.

19.8 No Third-Party Beneficiaries

19.8.1 County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

19.8.2 Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19.9 Successors in Interest

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

19.10 Merger Clause

This Contract and the attached exhibits constitute the entire agreement between the parties.

19.10.1 All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

19.10.2 No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

19.10.3 Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

19.11 Waiver

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

19.12 Survival

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 4, 8, 9, 10, 12, 13, 14, 19.1, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 19.10, 19.11, 19.12 and 19.13.

19.13 Severability

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

19.14 Civil Rights, Rehabilitation Act, Americans with Disabilities Act and Title VI of the Civil Rights Act

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance

19.15 Modification

This Contract may be modified only by an amendment signed by both parties. No oral modification shall be effective.

19.16 Attachments

Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

19.17 Integration

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract and supersedes all prior written or oral discussions or agreements with respect to the subject matter of this Contract.

19.18 Certifications and Signature

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations,

attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: *James Pettis* March 15, 2022
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

GALAXUX, INC. SIGNATURE

Authorized Signature: _____
Date

Title: _____

SCHEDULE 3.1 SUBSCRIPTION SERVICES AND FEES

SECTION 1: DESCRIPTION

The Marion County Community Resource Network (CRN) is a collaborative platform that connects the community both virtually and in person to firm up safety nets and expand opportunities. CRN aligns services, connects resources, and accelerates impact by utilizing private sector innovation, leveraging public sector resources, and mobilizing social service networks. It is a collective effort with multiple organizations in Marion County that improves collaboration by providing a platform to help fulfill unmet needs, share resources, and collect data to address gaps in services by:

- **Enhancing Connectivity:** utilizing a multisector approach.
- **Creating Greater Alignment:** identifying intersections and synergies between public/private sector while targeting social priorities.
- **Supporting Local Capacity Building:** sharing cross-sector data to define and develop prevention, intervention, and asset building resources.

1.1 Community Context

No organization has all the resources, services, and strategies to successfully serve the residents in any single community. Connecting residents, partners, businesses, and stakeholders can help strengthen community, family, and individual resilience.

1.2 Overview

The CRN is comprised of public entities, non-profits, for-profit businesses, tribes, and individuals. When a CRN member becomes aware of a need, they first check with 211 and other local resources. If they cannot meet the need it is posted on the CRN platform to mobilize the entire community. The CRN uses custom matching to only notify those members whose profiles meet the need. CRN Members contact the requestor directly to coordinate details. CRN values privacy. By design, no personally identifiable information about the client is listed, just the basics about the need. Focus areas of CRN include:

- *Enhancing Connectivity* through relationship building with key partners, private sector leaders, associations and alliances that assist in establishing long-term collaborative relationships that benefit children, families and adults who need critical services and supports.
- *Supporting Local Capacity Building* utilizing local cross-sector data to define priorities related to potential prevention, intervention and asset building opportunities that have the potential to create long-term social impact.

1.3 Program Performance and Population Outcomes

CRN's strength derives itself through community-based resilient efforts that addresses needs and barriers, that when left untended, lead to adverse community environments. When there is reduced access to supports and buffers that enable resilience adverse outcomes occur. The CRN helps local service providers enhance connectivity, create greater alignment, and support local

capacity building to address gaps and build resiliency for children, families, adults, and the entire community.

1.4 Community Benefits

CRN focuses on firming up safety nets and expanding opportunities. CRN aligns services, connects resources to fill unmet needs for community members, and accelerates impact by utilizing private sector innovation, leveraging public sector resources, and mobilizing social service networks. CRN connects social priorities to multi-sector resources and strength-based opportunities to identify and prioritize the most pressing needs and opportunities of communities. CRN improves community resiliency through collective action and benefits the participating members in the following ways:

- Aggregates localized support to supplement existing services and resources
- Accelerates outcomes through mobilizing resources and supports
- Engages all sectors in community development
- Identifies community priorities
- Meets traditional and non-traditional requests
- Strengthens case management and does not require the client to participate.
- Free access for network members
- Protects Clients Personal Health Information and Personal Identifying Information

1.5 Addressing Population Outcomes

The intended result of the CRN relates directly to building community resiliency to sustain optimal health and wellbeing despite times of adversity for children, families, and adults. CRN focuses specifically on the social determinants of health and well-being by addressing short-term needs with long-term solutions through mobilizing the entire community, addressing policy and system related issues, and building assets that support a thriving community.

Future Goals of CRN:

- Strengthen and grow the local supports to assist children, families, and adults
- Increase the connectivity of local service providers utilizing technology
- Support needs from unmet referrals in an expedited manner
- Utilize data from a local and regional approach to identify and address social priorities

Process measures:

- Enhancing Connectivity
 - % of non-profit, for-profit, public entities as CRN members
 - % of CRN members who posted something to share
 - % of CRN members who responded to a service request
- Creating Greater Alignment
 - % of individual service requests met within requested timeframe

1.6 Technology Platform - Software as a Service (SaaS)

CRN platform was launched in 2016 and has been generously provided to County by Contractor as Software as a Service (SaaS). As part of this Contract, Contractor will host this platform on the cloud and provide all required maintenance and operational support, including upgrades and testing required during this contract period.

Contractor shall provide the following services:

1. Application Migration from county server to the cloud, including data migration
2. Ongoing upgrades as and when available
3. Issue's resolution
4. Technical Support
5. Participation in user trainings and product demonstration, presentations
6. Perform regular 24-hour database backups. Reasonable efforts that are within the Contractor's control will be made to ensure hosting services are available to meet the business needs of the County. Contractor will notify the County within one business day if the hosting service becomes unavailable for any period of time.
7. Provide ad-hoc reports with 48 hours of request. Requests for custom reports that are not readily available may incur additional fees.
8. Collaborate with County to create CRN newsletters

1.7 County Permissions

1. Contractor may use the County's name and logo in marketing presentations that show how the CRN functions.
2. Contractor has permission to perform Services from outside the United States as stated in Section 9.3.2. and agrees to comply with the County's reasonable written security requirements made as conditions of such permission.

1.8 Continuity of Operations

1. Contractor shall provide the County with access to the cloud and a back-up of the CRN database quarterly or as often as agreed upon by Contractor and County.

SECTION 2: FEES

Upon County's completion of Schedule 7.2.3 - Acceptance Certificate, County shall pay Contractor a one-time License Customization Fee of \$50,000.00, and hosting and license fees as described in Schedule 3.2. Hosting fees are subject to an annual rate increases by the cloud service.

One time customization tasks will include the following:

1. Set up the Marion County CRN site on the cloud (WinHost server).
2. Customize the site with Marion County branding such as Marion County logo and customized home page.
3. Migrate the data from Marion County site to the cloud.
4. Clean up outdated data identified during data migration.
5. Upgrade the current version of Marion County CRN to the most recent version of CRN.
6. Create Development, System Testing, User Acceptance Testing, Staging, Sandbox, Demo and Production sites for Marion County CRN on the cloud.
7. Install the security certificates.

8. Setup and validate Google API calls.
9. Setup and validate USPS API calls.
10. Update the current Marion County CRN page with the new URL for the cloud version of CRN. The changes to the Marion County page will be done by the County.
11. Define and setup the email ID for all communication that will be sent out from the Marion County CRN site.
12. Complete end to end testing, including performance testing.
13. Setup the automated daily backup process.
14. Define and test the restore process as part of Business Continuity Process (BCP) and Disaster Recovery (DR).
15. Work with County to Customize all CRN communication messages and application messages.
16. Define the template for the CRN Newsletter, if required by the County.
17. Conduct user trainings for Marion County CRN Administrators.
18. Conduct User trainings for existing and new CRN Members, if required.

SCHEDULE 3.2
NON-SUBSCRIPTION SERVICES AND FEES

SECTION 1: DESCRIPTION. County shall pay annual maintenance fees for the CRN, to include monthly hosting and monthly licensing.

SECTION 2: FEES.

2.1 Hosting fees are \$374 per month, or \$4,488 annually. This includes:

- 2.1.1** Software licenses for the products that are used to develop and maintain the CRN
- 2.1.2** Domain name registration
- 2.1.3** WinHost hosting charges
- 2.1.4** WinHost nightly site and database backup
- 2.1.5** WinHost website protection using the basic service. Upgrades are available
- 2.1.6** Google API services
- 2.1.7** Security certificate to secure the website

2.2 License fees are \$1,000 per month, or \$12,000 annually. This includes:

- 2.2.1** Maintenance and operations tasks
- 2.2.2** Bug fixes on a regular basis
- 2.2.3** Work with County to plan and implement new features
- 2.2.4** Take daily database backups – this is in addition to the WinHost backup
- 2.2.5** Deploy new security certificates annually
- 2.2.6** Maintain development, test, demo, sandbox and production sites
- 2.2.7** Upgrade CRN code to newer versions of the software, as needed
- 2.2.8** Monitor performance
- 2.2.9** Maintain code and database backups online. This is required as part of the Contractor's Disaster Recovery and Business Continuity Plan

**SCHEDULE 7.2.3
Acceptance Certificate**

Effective _____, 20____, for purposes of the SaaS Contract between the Marion County (County) and Galaxux (Contractor) dated effective _____, 20____ (the "Contract"), the County grants Acceptance of the following Deliverable(s):

1. County will supply existing CRN and all data currently stored on the County server to the Contractor.
2. Contractor shall upload CRN and all associated data to the CRN database on the cloud.
3. County will verify functionality and that the CRN works as intended.
4. Contractor will provide a Test / Sandbox site for the County to verify the functionality before CRN is migrated from county server to the cloud.

This Acceptance Certificate is issued subject to and in accordance with all terms and conditions of the Contract, including without limitation its Acceptance provisions. All defined terms herein have the meanings set forth in the Contract. This Acceptance Certificate is issued without prejudice to any claims which subsequently may arise against Contractor in connection with defects in the Deliverables described herein.

Marion County

By: _____

Print Name: _____

Title: _____

Date signed: _____