SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between CloudGavel LLC, a wholly owned subsidiary of Tyler Technologies, Inc., and Client.

WHEREAS, Client selected CloudGavel to provide certain products and services set forth in the Investment Summary, including providing Client with access to CloudGavel's proprietary software products, and CloudGavel desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, CloudGavel and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means collectively Seminole County Board of County Commissioners.
- **"Data"** means your data necessary to utilize the CloudGavel Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the CloudGavel Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the CloudGavel Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by CloudGavel to the Client, including any addenda and supplements thereto.

- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that CloudGavel performs for the CloudGavel Software, and includes the right to access and use the CloudGavel Software, receive maintenance and support on the CloudGavel Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as <u>Exhibit C</u>.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the CloudGavel Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as <u>Exhibit D</u>.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the CloudGavel Software. A copy of our current Support Call Process is attached as <u>Schedule 1</u> to <u>Exhibit C</u>.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the CloudGavel Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"CloudGavel"** means CloudGavel LLC, a wholly owned subsidiary of Tyler Technologies, Inc. ("Tyler").
- **"CloudGavel Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The CloudGavel Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean CloudGavel.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. <u>Rights Granted</u>. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The CloudGavel Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the CloudGavel Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the CloudGavel Software, as further described in Section C(9).

2. <u>SaaS Fees</u>. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you

regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

    3.1 We retain all ownership and intellectual property rights to the SaaS Services, the CloudGavel Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the CloudGavel Software in excess of the scope and/or duration of the SaaS Services.

    3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. This provision shall not affect or hinder the COUNTY's responsibilities in relation to Chapter 119, Florida Statutes.

    3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the CloudGavel Software or Documentation resulting from the SaaS Services available in any manner to any third party, who is not identified in Exhibit A as an End User, for use in such third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, CloudGavel Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the CloudGavel Software will perform without Defects during the term of this Agreement. If the CloudGavel Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the CloudGavel Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

    6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. We will provide you with a summary of our compliance report(s) or its equivalent upon your request. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

    6.2 You will be hosted on shared hardware in the AWS GovCloud data center. Databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our CloudGavel data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the CloudGavel Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the CloudGavel Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed.   We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the CloudGavel Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 CloudGavel data centers are accessible only by authorized personnel with a unique key entry. All other visitors to CloudGavel data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is

required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. <u>Cancellation</u>. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the CloudGavel Software.

7. <u>Client Assistance</u>. You acknowledge that the implementation of the CloudGavel Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. <u>Maintenance and Support</u>. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the CloudGavel Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the CloudGavel Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the CloudGavel Software (including updates and enhancements) that we make generally available without additional charge to customers with a

current SaaS agreement; and

9.5 provide non-Defect resolution support of prior releases of the CloudGavel Software in accordance with any applicable release life cycle policy.

10. <u>Legislative Change Support</u>. For county customers, we make available legislative change support as follows:

10.1 We will provide you with refinements, enhancements, or other modifications to the CloudGavel Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the CloudGavel Software.

10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4 You are responsible for any fees in excess of the applicable limits under Section C(10.3) above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the CloudGavel Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the CloudGavel Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the CloudGavel Software; and (ii) sub-license it to you through our license grant to the CloudGavel Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in

the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. <u>Invoice Disputes</u>. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. <u>Term</u>. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the CloudGavel Software and the SaaS Services will terminate at the end of this Agreement.

2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 <u>Failure to Pay SaaS Fees</u>. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the CloudGavel Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused

SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 Except as otherwise expressly stated in this Agreement, the rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

    1.1 We will defend, indemnify, and hold you harmless against any third party claim(s) that the CloudGavel Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

    1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the CloudGavel Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

    1.3 If we receive information concerning an infringement or misappropriation claim related to the CloudGavel Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing CloudGavel Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the CloudGavel Software consistent with the terms of this Agreement.

    1.4 If an infringement or misappropriation claim is fully litigated and your use of the CloudGavel Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

    2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance,

cooperation, and information in defending the claim at our expense. This provision is not to be construed as a waiver by COUNTY or its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. <u>DISCLAIMER</u>. **EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT CLOUDGAVEL DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. <u>LIMITATION OF LIABILITY</u>. **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. <u>EXCLUSION OF CERTAIN DAMAGES</u>. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability (including Cyber Liability) of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $4,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services</u>. You may purchase additional CloudGavel products and services at

the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or CloudGavel purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional CloudGavel products and services at our then-current list price, also by executing a mutually agreed addendum or CloudGavel purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or CloudGavel purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures. The parties shall exercise best efforts to select a mutually acceptable mediator. The parties participating in the mediation shall share the costs equally.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of,

either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you, the End Users identified in Exhibit A, and us. No additional third party will be deemed a beneficiary of this Agreement, and no additional third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. <u>Entire Agreement; Amendment</u>. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party; provided, however, that amendments to add, remove or modify Court software modules shall only require signature by CloudGavel and the Clerk of Superior Court, and amendments to add, remove or modify Sheriff's Office software modules shall only require signature by CloudGavel and the Sheriff's Office.

12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. <u>Independent Contractor</u>. We are an independent contractor for all purposes under this Agreement.

15. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. <u>Confidentiality</u>. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. <u>Governing Law</u>. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the state or federal courts serving Seminole County, Florida.

20. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. <u>Twilio Acceptable Use Policy and Terms of Service</u>. Your use of the CloudGavel Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a CloudGavel Agreement or accessing, installing, or using any such CloudGavel solution, you certify that you have reviewed, understand and agree to said terms. CloudGavel hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

23. <u>Public Records Law</u>.

      a.   CloudGavel acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CloudGavel acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes. CloudGavel shall comply with Florida's Public Records Laws. Specifically, if and to the extent Chapter 119 is applicable to CloudGavel's performance pursuant to this Agreement, CloudGavel shall perform the following:

              i.   CloudGavel shall keep and maintain public records required by COUNTY in order to perform the services required under this Agreement,

             ii.   Upon request from COUNTY's custodian of public records, CloudGavel shall provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

           iii.   CloudGavel shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and, following completion of the Agreement, CloudGavel shall destroy all copies of such confidential and exempt records remaining in its possession after CloudGavel transfers the records in its possession to COUNTY.

      b.   Upon termination of this Agreement, CloudGavel shall transfer, at no cost to COUNTY, all public records in possession of CloudGavel. If CloudGavel transfers all public records to COUNTY upon completion of this Agreement, CloudGavel shall destroy any duplicate public records remaining in its possession. All records stored electronically must be provided to COUNTY, upon request of COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

      c.   **IF CLOUDGAVEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CLOUDGAVEL MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

24. <u>Foreign County of Concern Attestation</u>. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CloudGavel shall also execute and return the foreign County of Concern Attestation, attached hereto and incorporated to this Agreement. Through this attestation, CloudGavel affirms that it is neither

owned nor controlled by a government of a Foreign County of Concern, nor organized under the laws of such a country, as required by Section 287.138, Florida Statutes.

25. <u>Anti-Human Trafficking Affidavit</u>. In accordance with Section 787.06(13), Florida Statutes, CloudGavel shall attest under penalty of perjury, that CloudGavel does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement. Such Affidavit shall be required when executing, renewing or extending a contract.

26. <u>CJIS Lead Agency in Florida</u>. As of the Effective Date of this Agreement, the Seminole County Sheriff's Office, which is an End User to this Agreement, is serving as the CJIS Lead Agency in Florida.

27. <u>Contract Documents</u>. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work
Exhibit E	Foreign County of Concern Attestation
Exhibit F	Human Trafficking Affidavit

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

CloudGavel LLC, a wholly owned subsidiary of Tyler Technologies, Inc.

CLIENT: Seminole County Board of County Commissioners

By:_____

By:_____

Name:_____

Name:__Robert Bradley_____

Title:_____

Title:___Purchasing & Contracts Manager_____

Date:_____

Date:_____

Address for Notices:
CloudGavel LLC
4305 Bluebonnet Blvd.
Baton Rouge, LA 70809
Attention: Chief Legal Officer

With a copy to:

Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Address for Billing:
Seminole County Clerk & Comptroller
Post Office Box 8080
Sanford, Florida 32772
AP@seminoleclerk.org

With a copy to:
Seminole County Information Technology
Attn: Joe Alcala
1101 East First Street   Sanford, Florida 32771

Address for Notices:
Seminole County Information Technology
Attn: Joe Alcala
1101 East First Street
Sanford, Florida 32771

With a copy to:
Seminole County Purchasing and Contracts
Attn: Robert Bradley
1301 E. Second Street
Sanford, Florida 32771

Seminole County Sheriff's Office
Attn: Steve White, Tech Solutions Director
100 Eslinger Way
Sanford, Florida 32773

Exhibit A
Investment Summary

We are providing an unlimited use license for the law enforcement agencies, courts, clerks, and district attorney users for our CloudGavel electronic warrants solution.

Seminole County will pay an annual subscription (SaaS) fee as further set forth in Exhibit B.
The annual subscription fee includes the following:

- Countywide deployment of the CloudGavel Solution to: Seminole County Sheriff's Office, Clerk of Seminole County, all courts serving Seminole County, all local city police departments within Seminole County (collectively, the "End Users").
- All system-wide product enhancements
    - These consist of all enhancements that are available to all clients. Any features that are specific to only Seminole County, meaning that features are not used by any other agency besides Seminole County, will fall under the custom feature fee schedule.
- All system bug fixes
- Full technical support to all agencies, courts, departments, etc., in Seminole County
- Complete training on all product features and enhancements

Seminole County will pay an all-inclusive hourly rate of $125.00 USD for all customized features. Customized features will be defined as any product enhancements that are specific to Seminole County. Seminole County will NOT be billed for standard system wide product updates. Any custom project will be accompanied by a signed scope of work by both parties and will require an amendment to the scope of this Agreement. The scope of work will include deliverables and time to completion.

Any additional services supplied to Seminole County by CloudGavel outside of the electronic warrant system will be billed on a mutually agreed price and scope of work and will require an amendment to the scope of this Agreement prior to the start of any project.

Fees and Costs:

eWarrant Module (SaaS Fees): $60,000 for unlimited users and warrants ($30,000 in Year 1)

One Time Implementation Services (fixed fee): $50,000

CJIS Lead Agency Discount: $30,000 (50%) year 1 only

Annual Cost Escalator*:   5% - **Waived for CJIS Lead Agency Partnership**

*The annual cost will remain fixed for the duration of the initial term of this Agreement as set forth in Section F(1) as long as Seminole County Sheriff's Office (SCSO) serves as the CJIS Lead Agency in Florida.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. <u>SaaS Fees</u>. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. <u>Professional Services</u>.

   2.1 Fixed fee implementation services (including training) are invoiced 50% on the Effective Date and 50% on the date when CloudGavel first makes the CloudGavel software available for Client's use in live production.

3. <u>Expenses</u>. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting support@CloudGavel.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by CloudGavel will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

   B. Rental Car

   Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for CloudGavel business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. CloudGavel carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

   C. Public Transportation

   Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

   D. Parking & Tolls

   When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

   CloudGavel's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

   "No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

   Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon   Lunch and dinner
Depart after 12:00 noon   Dinner

Return Day

Return before 12:00 noon   Breakfast
Return between 12:00 noon & 7:00 p.m.   Breakfast and lunch
Return after 7:00 p.m.*   Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and CloudGavel employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C

Exhibit C
Service Level Agreement

I.   Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II.   Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the CloudGavel Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the CloudGavel Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by CloudGavel and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the CloudGavel Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the CloudGavel Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III.   Service Availability

a.   Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b.   Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

Exhibit C

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

IV.   Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if CloudGavel anticipates that activities during a Standard or Emergency Maintenance window may make the CloudGavel Software unavailable, we will provide advance notice, as reasonably practicable that the CloudGavel Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1

**Exhibit C
Schedule 1
Support Call Process**

Support Channels

CloudGavel provides the following channels of software support for authorized users*:
(1) Online submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the CloudGavel Customer Support Portal available at the CloudGavel website or within the CloudGavel application.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

Support Availability

CloudGavel support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). CloudGavel's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

Incident Handling

Incident Tracking

Every support incident is logged into CloudGavel's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support.

Exhibit C
Schedule 1

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. CloudGavel and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the CloudGavel software has been deployed on customer infrastructure or the CloudGavel cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that CloudGavel and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets[*]
1 Critical	Support incident that causes (a) complete application failure or application unavailability; or (b) systemic loss of multiple essential system functions.	CloudGavel shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, CloudGavel shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	CloudGavel shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, CloudGavel shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	CloudGavel shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, CloudGavel shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least monthly.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	CloudGavel shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, CloudGavel shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

[*]Response and Resolution Targets may differ by product or business need

Exhibit C
Schedule 1

Incident Escalation

If CloudGavel is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any CloudGavel staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. CloudGavel will, at its discretion, use an industry-standard remote support tool. CloudGavel's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool CloudGavel uses is available upon request.

Exhibit C
Schedule 1

**Exhibit D
Statement of Work**

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Exhibit C
Schedule 1

SEMINOLE COUNTY, FLORIDA

Scope of Work

ELECTRONIC WARRANT SOFTWARE AS A SERVICE (SaaS)

April 10, 2025

STATEMENT OF WORK (SOW)

Overview

CloudGavel will provide Seminole County, Florida with a comprehensive electronic warrant solution. This solution aims to streamline the entire warrant process, from initiation by law enforcement officers to approval by Judicial Officers. The system will be fully customizable, allowing for the creation and modification of warrant templates and workflows to meet the specific needs of the Court or the Agencies submitting or approving warrants. It will be accessible from any location via a web-based platform and mobile applications for Android, iOS, and iPadOS, ensuring that users can perform their duties efficiently, regardless of their location. The solution will autosave progress in the event of lost connectivity, so not all work is lost.

CloudGavel complies with all security and Criminal Justice Information Services (CJIS) requirements to ensure the highest standards of security and data protection. Additionally, the system will include a robust scheduling feature to manage on-call judicial officers and support tiered scheduling for Judicial Officers as well as customizable notification settings and preferences. The system will also handle warrants during business hours as well as afterhours "on call" warrants outside of business hours. This Statement of Work outlines the project objectives, system requirements, functional and technical specifications, and the implementation plan to guide all parties through the project.

Project **Objectives**

- Provide a robust warrant solution for the court and all county agencies to streamline the warrant process from initiation to approval.
- Enhance accessibility and usability through mobile applications.
- Facilitate efficient scheduling for judicial officers.
- Provide ease of use to all parties involved in the warrant process.
- Ensure the system is capable of handling warrant returns.
- Provide a central repository for warrants.
- Ensure compliance with all security requirements such as but not limited to CJIS.
- Ensure that the system is highly available, secure, and fault tolerant.

System Requirements

User Roles and Permissions
- **Law Enforcement**: Initiate and submit warrant requests.
  - **Ensure there is a means for interagency approvals if agencies require approval before submitting warrant requests to District Attorneys or Judicial Officers**.
- **District Attorneys**: Review and approve warrant requests.
- **Judicial Officers**: Review, approve, and sign warrants electronically.
- **System Administrators**: Manage user roles, permissions, and system configurations.
- **Court Users**: Retrieve warrants, complete scheduling of judicial officers, monitor warrant returns.

Warrant Templatization
- Fully customizable templates for all types of warrants (e.g., search, arrest).
- Customizable workflows to encompass all types of documents and warrants.
- Provide consistent formatting for ease of review.

- Allow autofill of data such as officer name, badge number, hero statement.

Accessibility
- Web-based platform accessible from any internet-connected device.
- Mobile applications for Android, iOS, and iPadOS to allow access and approvals on the go.

Compliance
- Ensure the solution meets all Criminal Justice Information Services (CJIS) requirements for security and data protection.

Functional Requirements

Warrant Creation and Submission
- User-friendly interface for officers to create and submit warrant requests.
- Ensure that warrant progress is saved throughout the process so officers can save progress and return to complete the warrant at another time.
- Integration with existing law enforcement systems for data sharing and retrieval.
- Allow for quick and easy adjustments in the event a warrant is rejected due to error.
- Electronic Signature Capabilities for all required users.

Review and Approval Workflow
- Automated workflow for District Attorney and Judicial Officer reviews.
- Notifications and alerts for pending approvals and actions required.
- Electronic signature capabilities for judicial officers.

Scheduling and On-Call Management
- Robust scheduling system for courts to manage on-call judicial officers.
- Multiple avenues for notifying judicial officers of pending warrants.

Audit and Reporting
- Comprehensive audit trails for all actions taken within the system.
- Reporting tools to generate insights and compliance reports.

Technical Requirements

System Architecture
- Cloud-based architecture to ensure scalability and reliability.
- High availability and disaster recovery capabilities.
- Fault Tolerance to ensure uptime of the system.
    - SLAs and Support Tiers, Ticket levels and response times should be outlined.

Security
- End-to-end encryption for data in transit and at rest.
- Multi-factor authentication for all users.
- Regular security audits and compliance checks.
- Regular penetration testing with results provided to Courts for review at each cycle.
- Ensure compliance with DOJ, FBI, and other agencies for security requirements.
- Ensure compliance with CJIS and SOC II security protocols:
    - CJIS Security Policy Resource Center — LE (fbi.gov)

CloudGavel
SERVES JUSTICE. SAVES TIME.

Integration
- APIs for integration with existing Record Management Systems (RMS) and Court Management Systems (CMS).
- Support for data import/export in standard formats.

CloudGavel's Proposed Implementation Plan

CloudGavel proposes this implementation plan as an example of the longest possible timeline considering the elements of what CloudGavel believes will make for a successful Go-Live experience.

Project Phases and Timeline

Phase 1: Requirements Gathering and System Design
- Kick-off meeting with stakeholders.
- Detailed requirements gathering sessions.
- Documentation of functional and technical requirements.
- Review and approval of design documents by stakeholders.

Phase 2: Development and Customization
- Initial implementation of core functionalities (warrant creation, submission, and approval workflows).
- Setup of development or test environment and tools.
- Development of customizable warrant templates.
- Implementation of security features to meet CJIS requirements.
- Development of scheduling and on-call management features.
- Initial internal testing and bug fixing.
- Begin 3rd Party RMS/CMS integrations (Court, Clerk, Sheriff)

Phase 3: Testing and Quality Assurance
- Comprehensive system testing (functional, integration, and security testing).
- User acceptance testing (UAT) with a select group of end-users.
- Bug fixing and performance optimization.
- Final approval from stakeholders.

Phase 4: Training and User Onboarding
- Development of training materials and user manuals.
- Conduct training sessions for all user roles (officers, district attorneys, judicial officers, and administrators).
- User onboarding and account setup.
- Final preparations for go-live.

Phase 5: Go-Live and Post-Implementation Support

- Official go-live of the electronic warrant solution.
- Monitoring and support to ensure smooth operation.
- Ongoing support and troubleshooting.
- Collection of user feedback for future improvements.

Exhibit E
Foreign County of Concern Attestation

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FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

_____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

Exhibit F
Human Trafficking Affidavit

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HUMAN TRAFFICKING AFFIDAVIT
CONTRACT # _____

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1.   I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2.   I am an officer or representative of _____ ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3.   Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4.   This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

_____   _____
Signature   Date

_____
Print Name, Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___,   by_____,   as _____, on behalf of the Nongovernmental Entity. They ☐ are personally known to me or ☐ have produced as identification.

                                         _____
                                         Notary Public Signature
(Affix Notary Stamp or Seal)   Print, Type or Stamp Name of Notary:_____
                                         My commission expires:_____