**PARTICIPATING ADDENDUM TO STATE OF FLORIDA DIVISION OF
EMERGENCY MANAGEMENT CONTRACT WITH ESi ACQUISITION, INC.**

This Participating Addendum ("Addendum") to the State of Florida Division of Emergency Management Contract with ESi Acquisition, Inc., dated May 28, 2020 (the "Florida Contract"), is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and ESi Acquisition, Inc., a Delaware corporation registered to transact business in the State of Florida ("Contractor") (collectively, Contractor and County are each individually referred to as a "Party" and collectively referred to as the "Parties").

RECITALS

      A.   Contractor entered into the Florida Contract with the State of Florida Division of Emergency Management for Contractor to provide its web-based WebEOC tool to the State of Florida to facilitate statewide emergency management functions.

      B.   County desires to purchase WebEOC subscriptions and related services from Contractor pursuant to the terms of the Florida Contract as supplemented herein.

      Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.   DEFINITIONS

The following terms shall have the following meanings:

1.1   <u>Board</u>. The Board of County Commissioners of Broward County, Florida.

1.2   <u>Contract Administrator</u>. The Director of County's Emergency Management Division or such other person designated by same in writing.

1.3   All references to the "Customer," "Division," "Department," "State of Florida," "State," or any entity or agency of the State of Florida shall be deemed to refer to County solely for the purpose of this Addendum and all transactions between Provider and County pursuant to the Florida Contract or this Addendum.

2.   EXHIBITS AND ORDER OF PRECEDENCE

The following exhibits are attached hereto and incorporated into this Addendum:

      Exhibit A   **Security Requirements**
      Exhibit B   **Service Level Agreement**
      Exhibit C   **Insurance Coverages**
      Exhibit D   **Work Authorization Form**

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Exhibit E	**End User License Agreement**
Exhibit F	**Open Source Software List**

The Florida Contract, as supplemented and amended by this Addendum, is incorporated in its entirety as if fully set forth herein. If there is a conflict or inconsistency between any provision contained in the Florida Contract and any provision of this Addendum (excluding the Florida Contract), the provisions of this Addendum (excluding the Florida Contract) shall prevail as to transactions between the County and Contractor pursuant to this Addendum. All capitalized terms not expressly defined within this Addendum shall retain the meaning ascribed to such terms in the Florida Contract. To the extent the Florida Contract is amended, such amendments shall be incorporated into this Addendum only upon written approval of the County's Director of Purchasing, except any extension of the term of the Florida Contract shall automatically apply to the term of this Addendum (as set forth in Section 4.1).

3. SCOPE OF SERVICES

3.1 <u>Scope of Services</u>. For any services that are included in the Florida Contract and requested by County, Contractor shall complete all services set forth in any Order (as defined in Section 3.4) issued by County under this Addendum. Unless stated otherwise in this Addendum or the Florida Contract, the work required of Contractor includes all labor, materials, and tasks, whether or not enumerated in the Addendum, that are such an inseparable part of the work expressly stated in the Addendum that exclusion thereof would render Contractor's performance impractical, illogical, or unconscionable. All services to be performed under this Addendum must be performed by Contractor or a Contractor affiliate, unless otherwise agreed in writing by the Parties. Contractor will provide County an approved list of affiliates that may perform services under this Addendum; Contractor's affiliates as of the Effective Date of this Addendum are as follows: Juvare, LLC; Juvare Asia Pacific Limited; Juvare Lithuania UAB; and EMSystems LLC. Updates to this list may be made by written notice (via email) to the Contract Administrator. Contractor and all products and services offered pursuant to the Florida Contract and this Addendum will comply with Exhibit A and Exhibit B of this Addendum, as applicable.

3.2 <u>Third-Party Software</u>. Any Order that includes third-party software (a) must specifically identify the third-party software at issue and the applicable license terms and conditions, and (b) must be approved in advance by the Board or the Director of Purchasing. Only (a) of the preceding sentence shall apply to any open source software, a full list of which is included in Exhibit F. Contractor may update this list of open source software by written notice (via email) to the Contract Administrator.

3.3 <u>Updates</u>. For the full term of this Addendum, Contractor shall promptly provide to County, with advance notice and at no additional cost, any and all Software Updates (as defined in Exhibit E and which includes error corrections, bug fixes, security updates, and patches) for any software or subscriptions provided under this Addendum.

3.4   Orders. At County's request, Contractor shall issue a quote for any goods or services considered for purchase by County under this Addendum and attach any applicable subscription and license agreements as set forth in the Florida Contract. If County elects to procure the goods or services and the terms of the quote are acceptable to County, County will issue an appropriate purchase order to acquire such goods or Services, including entering into a Work Authorization in the form set forth in Exhibit D, if necessary (the "Order"). The Order shall specify the type, amount, timing, and any applicable scope of services or acceptance criteria for the goods or services purchased.   If so elected by County, County will issue an appropriate purchasing document (which may include a purchase card or P-card) to acquire such goods and services. The pricing for such goods and services shall be equal to the then-current pricing for such goods and services offered under the Florida Contract. Any software purchased by County under this Addendum shall be subject to final acceptance testing pursuant to Broward County Administrative Code Section 22.148. Contractor shall not provide goods or services under any Order until after receipt of the applicable Notice to Proceed.

3.5   Support and Maintenance Services. Any Order shall specify the scope and extent of technical support purchased by County in addition to the technical support set forth in the Florida Contract. To the extent technical support services are purchased by the County under an Order, Contractor shall promptly provide technical support in accordance with the Contractor technical support policies then in effect.

3.6   Service Level Addendum. Any Order for cloud services, hosting, or software-as-a-service ("SaaS") shall meet or exceed the service levels and standards stated in Exhibit B of this Addendum.

3.7   Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Addendum. Unless expressly stated otherwise in this Addendum or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Addendum in connection with the day-to-day management of this Addendum. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

4. TERM

4.1   Term. The Addendum shall be effective as of the complete execution by the Parties (the "Effective Date"), with a period of performance retroactive to June 1, 2020, and shall end on May 31, 2021 (the "Initial Term"). County may renew this Addendum beyond the Initial Term to be coterminous with the Florida Contract, inclusive of any extensions therein, upon written notice of renewal to Contractor at least thirty (30) days prior to the expiration of the Initial Term. The County's Director of Purchasing is authorized to exercise any extension.

4.2   Fiscal Year. The continuation of this Addendum beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

5.   COMPENSATION

5.1   Method of Billing and Payment. Contractor may submit invoices for goods provided and Services purchased by County under this Addendum. County shall pay the appropriate party within thirty (30) days after receipt of a proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). Payment shall be made to the appropriate party at the most recent address designated under the "Notices" provision of this Addendum or the applicable quote. To be deemed proper, an invoice must comply with all requirements set forth in this Addendum and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to reasonably withhold payment of the invoice based on Contractor's material breach of any term, condition, or requirement of this Addendum. The Parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.2   Travel. With respect to travel costs and travel-related expenses, if applicable, Contractor agrees to adhere to the limitations of Section 112.061, Florida Statutes. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County, or that exceed the amounts permitted under Section 112.061, Florida Statutes.

5.3   Final Acceptance Testing. Pursuant Broward County Administrative Code Section 22.148, all applicable software or software subscription (including SaaS) purchases must be inspected and tested by the County, including verification by its Enterprise Technology Services ("ETS"), prior to final written acceptance of the software and software-related services, to determine whether the software: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in the applicable Order and any applicable specifications; and (iii) meets the acceptance criteria stated in the Order, if any (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). Final payment for any Order shall not be made prior to the written confirmation by the County's Chief Information Officer or his or her designee that the software, equipment, and related services have successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute "Final Acceptance."

6.   MISCELLANEOUS

6.1   Insurance. Contractor shall maintain, at its sole expense, on a primary basis, at all times during the term of this Addendum at least the minimum insurance coverage designated in Exhibit C.

6.2   Notices. In order for a notice to a party to be effective under this Addendum, notice must be sent via U.S. first-class mail or nationally recognized overnight carrier, with a contemporaneous copy via email to the addresses listed below, and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

> NOTICE TO COUNTY:
> Broward County
> Attn: Director, Emergency Management Division
> 201 NW 84TH Avenue
> Plantation, Florida 33324
> Email: tjackson@broward.org
>
> NOTICE TO CONTRACTOR:
> ESi Acquisition, Inc.
> Attn: President/CEO
> 235 Peachtree Street NE
> Suite 2300
> Atlanta, Georgia 30303
> Email: Robert.watson@juvare.com
>
> With a copy for Contractor sent to:
> ESi Acquisition, Inc.
> Attn: Legal Department
> 235 Peachtree Street NE
> Suite 2300
> Atlanta, Georgia 30303
> Email: legal@juvare.com

6.3   Governing Law and Venue. This Addendum shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree to comply with all applicable laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Addendum shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Addendum must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida**.**

6.4   Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached Exhibits are incorporated into and made a part of this Addendum.

6.5   Compliance with Laws. Contractor and the services provided under this Addendum must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

6.6   Severability. In the event any part of this Addendum is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Addendum and the balance of this Addendum shall remain in full force and effect.

6.7   Joint Preparation. This Addendum has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

6.8   Interpretation. The titles and headings contained in this Addendum are for reference purposes only and shall not in any way affect the meaning or interpretation of this Addendum. All personal pronouns used in this Addendum shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Addendum as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Addendum, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

6.9   Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Addendum and any provision of Articles 1 through 6 of this Addendum, the provisions contained in Articles 1 through 6 shall prevail and be given effect.

6.10   Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Addendum, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Addendum. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

6.11   Public Records. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

        6.11.1 Keep and maintain public records required by County to perform the services under this Addendum;

        6.11.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

        6.11.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this

Addendum and following completion or termination of this Addendum if the records are not transferred to County; and

6.11.4 Upon completion or termination of this Addendum, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County. Notwithstanding the foregoing, in the event that the County uses the Juvare Exchange® data sharing platform, any information that the County, its users, employees, agents, or third parties share within or upload into the Juvare Exchange data sharing platform or that is provided to Contractor to share within the Juvare Exchange data sharing platform shall not be returned or removed from the Juvare Exchange.

A request for public records regarding this Addendum must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

Any document submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 831-1951, TPRICE@BROWARD.ORG, 201 NW 84TH AVENUE, PLANTATION, FLORIDA 33324.**

6.12 <u>Audit Rights and Retention of Records</u>. County shall have the right to audit the books, records, and accounts of Contractor and any subcontractors that are related to this Addendum.

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Contractor and any subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Addendum and performance under this Addendum. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or any subcontractor shall make same available in written form at no cost to County.

Contractor and any subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Addendum for at least three (3) years after expiration or termination of this Addendum or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Contractor in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with its affiliates performing services under this Addendum.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Addendum: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Purchasing, authorized to execute same by the applicable provisions of the Broward County Procurement Code, and ESi Acquisition, Inc., signing by and through its Senior Vice President and Chief Financial Officer, duly authorized to execute same.

<u>COUNTY</u>

WITNESS:

BROWARD COUNTY, by and through its Director of Purchasing

_____
(Signature)

By_____
Director of Purchasing

_____
(Print Name of Witness)

_____ day of _____, 2020

_____
(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

_____
(Print Name of Witness)

Neil Sharma
Digitally signed by Neil Sharma
Date: 2020.08.26
08:44:04 -04'00'

By_____
Neil Sharma   (Date)
Assistant County Attorney

NS
2019-10-28
Contractor Participating Addendum
#474056.1

CONTRACTOR

WITNESSES: ESi Acquisition, Inc.

_____   By: _____Nick Meeks_____
Signature   Authorized Signor

_____   Nick Meeks, SVP and Chief Financial Officer
Print Name of Witness above   Print Name and Title

_____   __25th_ day of __August___, 2020
Signature

_____   ATTEST:
Print Name of Witness above

                                              _____
                                              Corporate Secretary or other person
                                              authorized to attest

                                              (CORPORATE SEAL OR NOTARY)

Exhibit A – Security Requirements

<u>Definitions</u>**.**

"Agreement" means the written Addendum, including Exhibits thereto, executed between Contractor and County.

"County Confidential Information" means any County Data that includes employee information, financial information, or personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law or applicable regulatory body).

"County Data" means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor's services, whether or not electronically retained, and regardless of the retention media.

"Software" means software provided or licensed by Contractor pursuant to the Agreement.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

<u>Security and Access</u>. If Contractor will have access to any aspect of County's network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:
   (a) comply at all times with all applicable County access and security standards, policies, and procedures related to County's network that Contractor is provided prior to Contractor's access, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;
   (b) provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor's compliance with County security standards; and
   (c) provide privacy and information security training to its employees with access to County's network upon hire and at least once annually.

   Notwithstanding anything to the contrary in this Exhibit A or the Addendum, in the event that Contractor receives County access and security standards, policies, and procedures, or written notice of any other or additional restrictions or standards as stated above and Contractor is not able to comply with such, Contractor will endeavor to notify the County of its inability to comply and the Parties shall then discuss and work to mutually agreed upon security requirements regarding the Contractor's access to County's network.

In addition, for any remote access to County's network, Contractor must:

(a) utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks) and passphrases and safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure;

(b) ensure the remote host device used for access is not connected to any other network, including an unencrypted third party public WiFi network, while connected to County's network, with the exception of networks that are under Contractor's complete control or under the complete control of a person or entity authorized in advance by County in writing;

(c) enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure;

(d) utilize equipment that contains antivirus protection software, an updated operating system, firmware, and third party-application patches, and that is configured for least privileged access;

(e) utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and

(f) activate remote access from Contractor and its approved subcontractors into the County network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

Data and Privacy. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted or stored outside the United States; provided, however, this shall not apply to the Contractor's utilization of its affiliates that are located outside of the United States in the event in the provision by the Contractor (or its affiliates) of Support Services. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County (this provision shall not apply to the County's use of the Juvare Exchange data sharing platform and any information that the County, its Users, employees, agents or third parties share within or upload into the Juvare Exchange data sharing platform or that is provided to Contractor to share within the Juvare Exchange data sharing platform). If applicable and requested by County, Contractor

shall ensure that all hard drives or other storage devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

Managed or Professional Services. If any unauthorized party is successful in accessing any information technology component related to Contractor (including but not limited to servers or fail-over servers) where County Data or files exist or are housed, Contractor shall notify County within seventy-two (72) hours after becoming aware of such breach, unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within five (5) business days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications. Contractor shall not release County Data or copies of County Data without the advance written consent of County; this provision shall not apply to the County's use of the Juvare Exchange data sharing platform and any information that the County, its Users, employees, agents or third parties share within or upload into the Juvare Exchange data sharing platform or that is provided to Contractor to share within the Juvare Exchange data sharing platform. If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County.

System and Organization Controls (SOC) Report. Upon the written request from County after the Effective Date of this Addendum, Contractor must provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for Contractor and for any third party that provides the applicable services comprising the system, inclusive of the following Trust Service Principles: Security, Availability, and Confidentiality (excluding the Privacy Principle), unless this requirement is waived in writing by the County's CIO or designee.

Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:
  (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
  (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
  (c) develop and maintain the Software to operate on Contractor approved operating systems and firmware versions;

(d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 60 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;

(e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;

(f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software (provided, however, that County is utilizing a version of the Software released within the past twelve (12) months);

(g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and

(h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and a summary of any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Exhibit B – Service Level Agreement

Section A: Notification and Response Time Objectives

1. Issues with the Software or the shared hosted environment hosting the Software and County's Data, known as the "Juvare Cloud™", reported by County to the Juvare Support Center as provided below will be assigned a severity level by Contractor according to the description in the following table. Contractor will endeavor to respond to County's Notification (as defined below) to the Juvare Support Center as provided in the table below. All Severity 1, 2, and 3 issues must be reported to Juvare Support Center by telephone at the appropriate numbers published to County as part of the Contractor published escalation procedures. All other Errors can be reported via telephone or by email as provided in such published escalation procedures.

Severity Level	Initial Response Objective	Follow up Response Objective
Severity 1	Acknowledgement within 1 hour of receiving Notification.	Delivery by Contractor of a patch, workaround, or temporary fix to County within 1 business day. Delivery by Contractor of the object code fix or other permanent fix and revised documentation to County within 10 business days.
Severity 2	Acknowledgement within 4 hours of receiving Notification.	Delivery by Contractor of a patch, workaround, or temporary fix to County within 3 business days. Delivery by Contractor of the object code fix or other permanent fix and revised documentation to County within 20 business days.
Severity 3	Acknowledgement within 8 hours of receiving Notification during Standard Business Hours.	Delivery by Contractor of a patch, workaround, or temporary fix to County within 10 business days. Delivery by Contractor of the object code fix or other permanent fix and revised documentation to County within 45 business days.

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Severity 4	Acknowledgement within 3 business days of receiving Notification during Standard Business Hours.	Delivery by Contractor of a patch, workaround, or temporary fix to County within 30 business days. Delivery by Contractor of the object code fix or other permanent fix and revised documentation to County as appropriate.

Severity levels are defined as follows:

Severity 1   Critical System Outage: County has lost complete use of the Juvare Cloud or Software or use of the Juvare Cloud or Software is materially and severely impaired.

Severity 2   Critical System Degradation: an intermittent interruption in or loss of County use of the Juvare Cloud or Software, or significantly diminished Software functionality (i.e., results in or is likely to result in more than a 10% productivity loss).

Severity 3   Minor System Degradation: Minor loss of Juvare Cloud or Software functionality (i.e., results in or is likely to result in inability to use certain non-essential functions of the Software).

Severity 4   Minor System Degradation: All other errors not classified as Severity 1, 2, or 3 where there is limited impact on the Juvare Cloud or Software functionality.

Errors that do not arise to the level of one of the Severity Levels defined above shall be addressed and resolved as determined by Contractor.

2. "Error" shall mean a failure of the Juvare Cloud or Software to perform in accordance with the Agreement, Statement of Work, Quote, Documentation and specifications applicable thereto in all material respects. Errors may be "resolved" using reasonable temporary workarounds, provided any loss of functionality resulting from such workaround will be subject to other applicable severity level classifications. County is not entitled to reject or refuse a reasonable workaround or fix provided by Contractor to resolve and issue.

3. "Notification" shall mean the receipt of a telephone report by the Juvare Support Center from County (meaning County speaks with the Juvare Support Center) at the then current telephone numbers (and applicable Juvare Support Center escalation procedures) for the Juvare Support Center as provided by Contractor. Failure to follow the Contractor published contact information (and applicable Juvare Support Center escalation procedures, including County escalating such matters where matters are not being resolved in a timely manner) for the Juvare Support Center shall void the response time objectives and obligations of Contractor set forth in Section A or Section B of this Part II. The "initial response objective" shall be deemed

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satisfied where the initial response to a Notification is provided to the County by the Juvare Support Center during the County call providing the applicable Notification.

4. Contractor will not be responsible for any Errors related to or caused by (i) negligence or fault by County or County's employees, (sub)contractors, affiliates, or agents when using or accessing the Software or Juvare Cloud Services, (ii) any version of the Software other than those for which Contractor is obligated to provide Support Services (as defined in the Agreement), (iii) failure to implement or utilize any work-around/error corrections provided or made available by Contractor (County's obligation to implement such work-around/error corrections shall include the implementation of more recently released, generally available versions or releases of the Software made available to County through Support Services that contain corrections to the relevant Error or where such Error does not occur when using such more recently released version or release of the Software), (iv) related to (or a change in) services providers related to County's access to or use of the Software or Juvare Cloud, (v) any equipment, hardware or software outside Contractor's data center or hosting center, including, without limitation, County equipment, hardware, and software, (vi) County's provision/use of corrupted data to the Software or Juvare Cloud, (vii) County's failure to use the Juvare Cloud or Software in compliance with the Agreement, Documentation, Exhibit, Statement of Work and Quote (including requirements of usage set forth in any applicable specifications therein), (viii) any change, modification, or addition by County to the County's environment, the Juvare Cloud (including, without limitation, changes to the data, hardware, networks, software, or systems that interface with or on which the Juvare Cloud is dependent) not previously approved in writing by Contractor pursuant to Contractor's then current change control procedures for changes to County's environment or data that may impact County's usage of the Software or the Juvare Cloud, or (ix) otherwise caused by items disclaimed in the Agreement or Section B – 7 below.

5. The remedies set forth in Section B below constitute County's sole and exclusive remedies and Contractor's entire liability for any failure of Contractor to comply with the response time objectives set forth in this Part II – Section A.

Section B: Uptime Percentage

Solely for purposes of the Software provided by Contractor pursuant to an Exhibit, Statement of Work or Quote to the Agreement that Contractor hosts, Contractor and County agree as follows:

1. This Uptime Percentage (as provided below) pursuant to this Section B will only be in effect at times that County is then in compliance with all obligations under the Agreement, including, without limitation, all correctly invoiced payments due from County under the Agreement are current and not in default. The Uptime Percentage shall not apply to (and Contractor shall not be responsible for Downtime caused by): (1) County's inability to use services or third-party software not installed/incorporated into the Software or Juvare Cloud, (2) loss of connectivity or ability to integrate with third-party software or services utilized with or that integrate with

the Software, (3) Downtime for which Contractor is not responsible as provided in this Part II, or (4) time where County is not making productive use of the Software.

2. For purposes of this Part II:

"**Downtime**" shall mean that County is completely unable to utilize the Software and the Juvare Cloud for accessing, submitting and utilizing data.

"**Full Productive Use Environment**" means use of the Software by County in a live production environment following the completion of the installation of all Software licenses applicable consistent with the Documentation, the applicable Exhibits, Statements of Work and/or Quotes, and the specifications applicable thereto (or upgrade or addition) and after all user licenses authorized for use with such System have been activated.

"**Measurement Period**" shall mean each consecutive 1-month period the Software is subject to the Uptime Percentage pursuant to this Section B.

"**Operating Hours**" shall mean all hours during each Measurement Period.

"**Uptime**" shall mean all times during the Total Operating Hours that the Software is not experiencing Downtime excluding scheduled and emergency maintenance.

"**Uptime Percentage**" shall mean the Uptime divided by the Total Operating Hours.

"**Uptime Percentage Objective**" means as provided in Section 3 below.

"**Total Operating Hours**" shall mean the aggregate Operating Hours during the applicable Measurement Period.

3. Subject to all terms and conditions of this Part II (and the Agreement), Contractor shall endeavor to maintain an aggregate "Uptime Percentage" of 99.5% of the Total Operating Hours for each Measurement Period for the Software (the "Uptime Percentage Objective"). Contractor will calculate the Downtime and Operating Hours for each Measurement Period. Upon request, Contractor shall provide County a report regarding the final Uptime Percentage for each applicable Measurement Period.

4. Downtime will commence upon receipt by Contractor's Juvare Support Center from County of a Notification (as provided above) of an Error as set forth herein. Downtime will conclude/end when the Error reported by County to the Juvare Support Center Contractor as required hereunder has been resolved or a temporary workaround has otherwise been provided so that the Software are no longer experiencing the Downtime event; provided, however, that where such workaround resolves some, but the Software is still experiencing Downtime, such Downtime incident will continue to accrue as provided in this Exhibit. Contractor obligation to restore the Software for County's ability to access, submit and use the data within the Software and the Juvare Cloud as described above is subject to County's timely compliance with all County responsibilities as set forth herein or otherwise set forth in the specifications applicable to the Exhibits, Statements of Work, or Quotes for the Software.

5. Downtime for the Software shall be counted against the aggregate Uptime Percentage set forth above during the Measurement Period. The first Measurement Period (and Contractor's obligations pursuant to Section B of this Part II) for the Uptime Percentage shall commence

("SLA Commencement Date") on the sooner to occur of: (i) on the first day of the calendar month immediately following the date the Software has operated without Error for 60 consecutive days in a "Full Productive Use Environment" following the installation for such Software, or (ii) the first day of the calendar month following the 90th day immediately following County's first use of the Software in a Full Productive Use Environment. Additionally, where the Software or Juvare Cloud is the subject of an installation of new Software, Software upgrade/customization, or addition of new Software licenses or additional User licenses, the Uptime Percentage (the SLA Commencement Date) for such Software and Juvare Cloud shall be suspended and shall then re-commence on the sooner to occur of: (a) on the first day of the calendar month immediately following the date the use of such items with the Software and Juvare Cloud has operated without Error for 60 consecutive days in a "Full Productive Use Environment", or (b) the 90th day immediately following County's first use of such items with the Software and Juvare Cloud in a Full Productive Use Environment after installation of such items has been completed as determined by Contractor.

6. For each complete Measurement Period that the Software/Juvare Cloud fails to satisfy the applicable System Uptime Percentage of 99.5% when measured against the Total Operating Hours for the Measurement Period for such Software/Juvare Cloud as set forth above, upon County request, Contractor will extend the Term of this Agreement for one hour for each complete hour of Downtime for such Software/Juvare Cloud in excess of 0.5% of the "Total Operating Hours" during such Measurement Period.

7. Contractor will not be responsible for any Downtime (and the following shall not be considered Downtime), delays, errors or issues caused by (i) Support Services scheduled to occur during Operating Hours, provided that Contractor shall provide prior reasonable communication through Support Services standard means of communications of such scheduled Support Services, (ii) any change, modification or addition County's technology environment (including, without limitation, changes to the data, hardware, networks, software, or systems that interface with or on which the Systems are dependent) not previously approved by Contractor pursuant to Contractor then current change notification procedures, (iii) related to (or a change in) County's telecommunications, MPLS, or internet services providers, (iv) related to (or a change in) Contractor's third party services providers, (v) a denial of services from the Internet that is based on issues or failures outside the control of Contractor , (vi) deactivation, suspension, or termination of the Agreement, the Juvare Cloud or use of the Software License pursuant to the Agreement, (vii) occurs when County is not making productive use of the Software or Juvare Cloud, or is outside County's normal business hours, (viii) results from or is caused by emergency maintenance to the Software or Juvare Cloud (including installing operating system or firmware updates identified by the applicable third party providers to remediate security issues for which urgent correction is required), (ix) County's failure to promptly implement Error corrections or any reasonable work-around provided or made available by Contractor (including, without limitation and applicable at all times, implementation of more recently released, generally available versions, or releases of the Software made available to County through Support Services that contain corrections to the

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relevant Error or where such Error does not occur when using such more recently released version or release of the Software), (x) a force majeure event or act of God, or (xi) items for which Contractor is otherwise not responsible pursuant to the Agreement or Section A – 4 above.

8. The remedies set forth in this Section B constitute County's sole and exclusive remedies and Contractor's entire liability for any failure of Contractor to comply with the response time objectives set forth in this Part II – Section A above or the System Uptime Percentage as set forth in this Part II – Section B, and/or any downtime or loss of use of the System or Services experienced by County.

Section C: County-Specific Security Provisions

1.   Contractor shall comply with the following County security policies under this SLA:

1.1.1. Contractor's procedures for the following must be documented and made available upon request by County, including:

    1.1.1.1.   Evaluating security alerts and vulnerabilities;
    1.1.1.2.   Installing security patches and service packs;
    1.1.1.3.   Intrusion detection, incident response, and incident escalation/investigation;
    1.1.1.4.   Access and authorization procedures and resetting access controls (e.g., password policy);
    1.1.1.5.   Risk analysis and assessment procedures;
    1.1.1.6.   User access and termination procedures;
    1.1.1.7.   Security log review;
    1.1.1.8.   Physical facility access controls; and
    1.1.1.9.   Change control procedures.

1.1.2.   If new or unanticipated threats or hazards to the Contractor Platform are discovered by either County or Contractor, or if existing safeguards have ceased to function properly, the discovering party shall immediately bring the situation to the attention of the other party.

1.1.3.   Contractor must mitigate critical or high-risk vulnerabilities (as defined by Common Vulnerability and Exposures scoring system) to the Contractor Platform within 30 days after patch release. If Contractor is unable to apply a patch to remedy the vulnerability, Contractor must promptly notify County of proposed mitigation steps to be taken and develop and implement an appropriate timeline for resolution.

1.1.4. Contractor shall maintain industry best practices for data privacy, security, and recovery measures, including, but not limited to, disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user

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authentication, and intrusion detection and prevention. Upon request by County, Contractor shall provide documentation of such procedures and practices to County.

1.1.5.   Contractor shall utilize industry standard security measures to safeguard against unauthorized access to the Contractor Platform.

1.1.6.   Contractor shall not supplement, modify, or alter any deliverable previously accepted by County or any County Data (other than modifications strictly necessary to upload the County Data to the Contactor Platform) without County's prior written consent.

2. Additional Controls for Application Development Services (<u>only applicable to ADS</u>)

Application Developed for County

2.1.1.   Development. Contractor shall develop, implement, and comply with industry-standard secure coding best practices as outlined by the County's Service Provider Application Secure Coding Standard. In addition, Contractor shall:

- Employ an effective application management methodology that incorporates information security technical and organizational policies, standards, and procedures into the software development lifecycle process;

- Follow standard development procedures, including separation of access and code between non-production and production environments and associated segregation of duties between such environments;

- Manage security of the development process and ensure secure coding practices are implemented and followed, including appropriate cryptographic controls, protections against malicious code and unauthorized access, and a peer code review process; and

- Ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County. Contractor shall document in writing to County all third-party software used in the application, including all libraries, frameworks, components, and other products, whether commercial, free, open-source, or closed-source.

2.1.2.   Testing. Contractor shall use anonymized or obfuscated data in non-production environments. Contractor shall never use plain text production data in any non-production environment. Contractor shall ensure all test data and accounts are removed prior to production release.

Contractor shall conduct security testing using SAST (Static Application Security Testing) and DAST (Dynamic Application Security Testing) tools on functionally complete applications, at least once every year and after any significant

Section D: Transition/Disentanglement

Only if agreed to in writing by both parties prior to the Services or Support and Maintenance services being terminated or the expiration of the Term of this Addendum and upon payment of the amounts due for any agreed upon Disentanglement (as defined herein) services, Contractor will complete the transition of any terminated Services or Support and Maintenance to County and any replacement provider(s) that County designates (collectively, the "Transferee"), without causing any unnecessary interruption of, or adverse impact on, the Services, County Data, or the ongoing business operation of County ("Disentanglement"). Contractor will work in good faith (including, upon request, with the Transferee) to County to develop an orderly Disentanglement plan that documents the tasks required to accomplish an orderly transition with minimal business interruption or expense for County. Upon written request (email being sufficient) by County, Contractor shall cooperate, take any necessary additional action, and perform such additional tasks that County may reasonably request to ensure timely and orderly Disentanglement (unless Contractor is not able to perform the services requested and Contractor shall promptly notify the County that Contractor is not able to perform such requested services), which shall be provided at the rate(s) specified in the Addendum or, if no applicable rate is specified, at the Contractor's then current rates for such services upon written approval by County. Specifically, and without limiting the foregoing, Contractor shall:

A.   Promptly provide the Transferee with all nonproprietary information needed to perform the Disentanglement, including, without limitation, data conversions, interface specifications, data about related professional services, and complete documentation of all relevant software and equipment configurations;

B.   Promptly and orderly conclude all work in progress or provide documentation of work in progress to Transferee, as County may direct;

C.   Not, without County's prior written consent, transfer, reassign, or otherwise redeploy any of Contractor's personnel during the Disentanglement period to the extent such action would impede performance of Contractor's obligations under the Addendum;

D.   If applicable, with reasonable prior written notice to County, remove its assets and equipment from County facilities;

E.   If County requests, and to the extent permitted under the applicable agreements, assign to the Transferee (or use its commercially reasonable efforts to obtain consent to such assignment where required) all contracts including third-party licenses and maintenance and support agreements, used by Contractor exclusively in connection with the Services or Support and Maintenance. Contractor shall perform all of its obligations under such contracts at all times prior to the date of assignment, and Contractor shall

reimburse County for any losses resulting from any failure to perform any such obligations; and

F.   Deliver to Transferee all current, nonproprietary documentation and data related to County-owned assets and infrastructure. After confirming in writing with County that the applicable County Data is received intact or otherwise securely stored by County, Contractor shall securely erase all County Data, including on any hard drives and backup media, in accordance with NIST standards. Upon written consent from County, Contractor may retain one copy of documentation to the extent required for Contractor's archival purposes or warranty support.

Exhibit C – Insurance Requirements

Project: <u>WebEOC State Contract #20-AT-0000-97-00-G0069</u>
Agency: <u>Emergency Management Division</u>

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS	Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☑ Commercial General Liability ☑ Premises–Operations ☐ XCU Explosion/Collapse/Underground ☑ Products/Completed Operations Hazard ☑ Contractual Insurance ☑ Broad Form Property Damage ☑ Independent Contractors ☑ Personal Injury **Per Occurrence or Claims-Made:** ☑ Per Occurrence ☐ Claims-Made **Gen'l Aggregate Limit Applies per:** ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	$1,000,000	$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☑ Comprehensive Form ☑ Owned ☑ Hired ☑ Non-owned ☑ Any Auto, If applicable *Note: May be waived if no driving will be done in performance of services/project.*	☑	☑	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	$500,000	
☐ EXCESS LIABILITY / UMBRELLA **Per Occurrence or Claims-Made:** ☑ Per Occurrence ☐ Claims-Made *Note: May be used to supplement minimum liability coverage requirements.*	☑	☑			
☑ WORKER'S COMPENSATION *Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.*	N/A	☑	Each Accident	**STATUTORY LIMITS**	
☑ EMPLOYER'S LIABILITY			Each Accident	$100,000	
☐ CYBER LIABILITY	N/A		Each Claim:		
			*Maximum Deductible:	$100,000	
☑ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim:	$1,000,000	
			*Maximum Deductible:	$100,000	

<u>Description of Operations</u>: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A. POUNALL
Date: 2020.08.20
12:08:18 -04'00'
_____
Risk Management Division

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Exhibit D – Work Authorization Form
WORK AUTHORIZATION FOR AGREEMENT _____
_____

Contract Number: _____
Work Authorization No. _____

This Work Authorization is between Broward County and _____ ("Contractor") pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

Agreement at issue is __ Lump Sum/ __Not-to-Exceed for amount: $_____

The time period for this Work Authorization will be from the date of complete execution until _____ (___) days after County's Notice to Proceed for the services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Professional Services $_____
General Services $_____
Goods/Equipment $_____
Total Cost of this Work Authorization $_____

The foregoing amounts shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

County

_____
Contract Administrator   Date

_____
Project Manager   Date

_____
Board and/or Designee   Date

Contractor

_____
Signed   Date

_____
Attest

_____
Typed Name

_____
Title

Exhibit E – End User License Agreement

In the event of an inconsistency between the terms of the Participating Addendum and the Contract No. 20-AT-0000-97-00-G0069 (Florida Contract) and the terms in the End User License Agreement, then such inconsistency shall be resolved in favor of the terms in the Participating Addendum first, then the terms in the Contract No. 20-AT-0000-97-00-G0069 second, and finally the terms in this End User License Agreement.

END USER LICENSE AGREEMENT
LOCAL IMPLEMENTATION

This **End User License Agreement** (the "**Agreement**") is incorporated into and made part of the Participating Addendum.

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

1. <u>License Agreement</u>. This is a license agreement and not an agreement for sale. As of the Effective Date of this Agreement (defined above), this Agreement covers the WebEOC® Software and services (including Support Services) that Licensee purchases from ESi as a provider of the Software governed by this Agreement ("**Services**") pursuant to Exhibits incorporated herein or Statements of Work hereto that are executed and/or agreed upon by both parties and expressly references this Agreement. Licensee agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by ESi regarding future functionality or features.

2. **Definitions.** Unless otherwise defined within this Agreement (including, without limitation, an Exhibit incorporated herein), or any Statements of Work to this Agreement, the capitalized terms used in this Agreement shall have the meanings set forth below:

a. "*Administrator*" means an employee, officer, director or consultant of Licensee to whom Licensee has provided a named user account and certain rights to administer the Software on behalf of Licensee.

b. "*Affiliate*" means an entity that controls, is controlled by, or is under common control with a party hereto.

c. "Consulting Services" means the installation, implementation, training, and other non-recurring services as set forth on a mutually agreed upon Statement of Work to this Agreement; Consulting Services do not include Support Services.

d. "*Derivative Work(s)*" means the work based on or derived from or modifications, enhancements or other functional extensions of the Software.

e. "*Documentation*" means the user manuals, specifications, requirements, training materials, and any other documents, materials, information or guidance, whether supplied as printed material or in electronic form, provided by ESi in conjunction with the purchase, training, use, maintenance or update of the Software and Services provided hereunder.

f. "*Installation*" of the Software shall be deemed to be complete on the sooner to occur of (i) the day that the Software is available for production, (ii) the date of Licensee's first use of the Software in a live production environment, or (iii) 90 days following the date of Licensee's execution of this Agreement (or if for an amendment, Exhibit or Statement of Work adding Software License(s) under this Agreement, the Licensee's execution of such subsequent amendment, Exhibit or Statement of Work).

g. "*License*" means certain limited rights to use the proprietary ESi Software, Software Updates, online and/or hard-copy documentation and user guides as set forth in Section 4 of this Agreement and for the Term set forth on <u>Exhibit A</u> hereto.

h. "*Module*" means a proprietary set of status boards developed by ESi for use with selected ESi WebEOC branded software which are designed to address a common functional need.

i. "*Party*" means ESi or the licensee individually and "Parties" shall mean ESi and the Licensee collectively.

j. "*Software*," means, individually and collectively, the software licensed to Licensee from ESi as identified on <u>Exhibit A</u> hereto and Software Updates to such software.

k. "*Software Support Plan*" means the Support Services plan purchased by Client and provided by ESi pursuant to the Fees, if any are for the Software Support Plan, on an applicable quote.

l. "Software Updates" means any technical correction, patch, bug fix, enhancement or other software release to the Software that is provided to Client pursuant to an active Software Support Plan.

m. "*Standard Business Hours*" shall mean 9:00 a.m. through 6:00 p.m. U.S. Eastern Time, Monday through Friday, excluding holidays, and are subject to change by ESi.

n. "Support Services" means the technical support services provided by ESi pursuant to Section 11, <u>Exhibit B</u> to this Agreement, and as set forth on an applicable quote. May also be referred to as "Software Support Services."

o. "*Surge Capacity Plan*" means an optional emergency response program which permits Licensee to increase the number of Users to support response to or recovery from an incident declared a disaster by a state or federal government agency.
p. "*Term*" means as set forth in Section 5 and <u>Exhibit A</u> of this Agreement.
q. "*Travel Expenses*" means travel, living and out of pocket expenses (including travel agent service fees and applicable internal per diems) incurred by ESi in connection with the performance of Services hereunder, including, without limitation, charges and fees incurred by ESi resulting from the cancellation/rescheduling of scheduled air travel or similar services based on changes requested by Licensee to the applicable dates for performance of the relevant Services.
r. "*User*" means an authorized employee, contractor or affiliate of Licensee to whom Licensee has provided a named user account for the Software.

3. **Ownership and Licensing Authority.**
Ownership of, and title to, the Software and Documentation shall be held by ESi and its licensor(s) and is protected by United States law and applicable international laws, treaties and conventions regarding intellectual property. ESi and its licensor(s) shall retain all rights, title and ownership not granted herein to all copies of the Software and Documentation licensed under this Agreement. The owner of any third-party software, if any, licensed or utilized with the Software hereunder shall have the right to enforce this Agreement to the extent permitted by applicable law. "WebEOC" is a registered trademark of ESi Acquisition, Inc., all rights reserved.

4. **Grant of License.** ESi grants to Licensee, and Licensee accepts, subject to the terms and conditions in this Agreement, including, without limitation, Licensee's payment obligations, a limited non-exclusive, non-transferable, non-sublicensable, revocable term License to use the Software and Documentation for the permitted uses during the Term. Except as expressly authorized in this Agreement, Licensee shall not rent, lease, loan, sell, sublicense, distribute, transfer, copy, reproduce, display, modify, provide commercial hosting services, time share or dispose of the Software or Documentation or any part thereof, use the Software to provide any services to third parties or otherwise use the Software and Documentation to generate commercial revenue.

5. **Term.** The Term of this Agreement shall commence on the Effective Date of this Agreement and shall continue through the sooner to occur of: (i) termination of this Agreement pursuant to the terms hereof, or (ii) expiration of the Term of the License to the Software as set forth in <u>Exhibit A</u> (<u>Exhibit A</u> is herein incorporated and made part of this Agreement by this reference).

6. **Permitted Uses.** Licensee's, and its User's, access and use of the Software shall be limited and subject to the following terms and conditions:
    a. Licensee may install and use one (1) Instance of the Software on one (1) Machine. As used herein, Machine means a single laptop, personal computer or web server, or a combined web and database server or multiple load-balanced web servers, configured to point to a single database and database server that is used operationally or "in production" ("Instance").
    b. Licensee may use the Software and Documentation solely for Licensee's internal business purposes.
    c. Licensee also may make one (1) copy of the Software for back-up or archival purposes.
    d. License also may install the Software to support "non-production" software development cycle activities if a non-production license is granted to Client pursuant to this Agreement as set forth in <u>Exhibit A</u> to this Agreement.
    e. If Licensee requires or desires operational use of more than one Instance of the Software, an additional License(s) shall be required.
    f. (Intentionally Omitted.)
    g. Administrators and Users shall have different rights to access the Software:
        i. Administrators may access all features of the Software. Certain features of the Software may only be accessed by named users who are granted status as an Administrator ("Administration Tools"). Administration Tools include, without limitation, the following: creation and administration of user accounts; creation and subsequent editing of incidents; software configuration; use of the WebEOC BoardBuilder tool; installation and administration of board sets, plug-ins, modules, interfaces and Software Updates; and access to the Software's Application Programming Interface.
        ii. Users may not be granted access to any Administration Tools, except that Administrators may grant designated Users rights to create or edit incidents and to add or edit maps in MapTac™.

h.   Except where otherwise provided in this Agreement, rights to access and use Administrative Tools are given exclusively to the Licensee and Licensee may not grant such rights to any third party.

i.   Licensee may provide its consultant(s) or independent contractor(s) with access to the Software and Documentation, provided that such consultants or independent contractors are using the Software and Documentation exclusively for the benefit of the Licensee. Licensee shall be responsible for compliance by its consultants and independent contractors with the terms and conditions of this Agreement.

j.   If the Licensed Software includes the WebEOC Enterprise Software or the WebEOC Professional Software, Licensee may use the WebEOC BoardBuilder tool to copy, modify and create WebEOC Software forms and templates ("Status Boards") and Licensee may distribute, in printed form or as electronic media, the Status Boards to Licensee's authorized users, provided that such Status Boards are used exclusively for the internal business purposes of Licensee. Status Boards shall be considered Derivative Work(s) of the Software and Licensee shall not sell, resell, license or otherwise transfer for value any Derivative Work(s) created using the WebEOC BoardBuilder tool, and Licensee shall not distribute such Derivative Work(s) as part of any product or service for value to any third party. Any Derivative Work(s) prepared by Licensee shall remain subject to the terms of this Agreement and shall clearly display the following copyright notice to properly acknowledge the proprietary rights of ESi and its third-party licensors: "This work includes the intellectual property of ESi Acquisition, Inc. and its licensors and is provided under license. Copyright © 2002-2019, ESi Acquisition, Inc. and its licensors. All rights reserved."

k.   Licensee may, at its option and according to the terms of the ESi standard price list, obtain a Disaster Recovery Software License to support replication of an active, source server to one or more redundant ("Target") servers which may be placed in use to support disaster recovery or fail-over activities. A Disaster Recovery Software License is required for each Target server. A Disaster Recovery Software License may be used to operate an "in production" instance of the Software only when the source server is inactive or inoperable; only one Instance of the Software shall be active at any one time. Licensee is not required to obtain additional licenses for Software plug-ins, modules or interfaces installed on a redundant licensed Machine.

l.   Permitted uses of WebEOC Fusion Software vary from the terms set forth in items (a) through (l) of this Section 6. Licensee may install and place in production one (1) copy of WebEOC Fusion Software on one (1) source server and one (1) target server. Licensee may make one (1) copy of the WebEOC Fusion Software for back-up or archival purposes, or Licensee may install a second copy of the WebEOC Fusion Software on a second Machine if only one (1) copy of the WebEOC Fusion software is in use at any one time. There is no limit to the number of licensed Instances of WebEOC Fusion Software (or number of WebEOC Fusion Software licensees) which may be connected by a single instance of WebEOC Fusion Software, provided that (i) only the Licensee of the WebEOC Fusion Software has administrative privileges and administrative access to the WebEOC Fusion Software and (ii) Licensee has paid to ESi all applicable connection fees.

7.   **Protection of Software.** Licensee agrees to take all reasonable steps to protect the Software and Documentation from unauthorized copying or use. The Software source code represents and embodies trade secrets of ESi and/or its third-party licensors. The Software source code and embodied trade secrets are not licensed to the Licensee. Licensee agrees not to disassemble, decompile or otherwise reverse engineer the Software, use reflection or other mechanism to view, interpret, translate or try to understand the structure of the Software, or otherwise attempt to discover the source code and/or the trade secrets contained in the source code, and Licensee will not allow third parties to do so. Licensee may not, nor allow third parties to, modify or alter the Software in any way.

8.   **Confidentiality. Subject to chapter 119, Florida Statutes, the parties agree as follows:**

8.1   Confidential Information Defined. During the Term of this Agreement and in connection with each party's performance of their respective duties and obligations hereunder and thereunder, each party will disclose to the other ("Disclosing Party") and the other party shall receive ("Receiving Party") certain Confidential Information of the Disclosing Party. The term "Confidential Information" shall mean any and all information that the Disclosing Party discloses to the Receiving Party in connection with or related to this Agreement, whether disclosed verbally, electronically, visually, or in a written or other tangible or intangible form, including, but is not limited to, trade secrets, customers, customer lists, intellectual property, computer programs, software, documentation, formulas, data, inventions, techniques, financial, marketing or product development plans, personnel, audit results, designs, performance data, as to ESi, the ESi Technology and any other deliverables (including, without limitation, data, information, computer code and reports) provided in connection with the Software, and, as to Licensee, the Licensee's Information, as well as any other information that the Disclosing Party clearly communicates to the Receiving Party as confidential.

8.2   <u>Duties with Regard to Confidential Information</u>. The Receiving Party agrees that it will only use the Disclosing Party's Confidential Information in the performance of its obligations hereunder or as otherwise expressly provided in this Agreement, and that it will only disclose the Disclosing Party's Confidential Information only to those of its directors, officers, employees, consultants, agents, independent contractors, and professional advisers who need to know such information. The Receiving Party agrees that it will treat all of the Disclosing Party's Confidential Information with the same degree of care (but no less than reasonable care) as it accords its own confidential information.

In the event of a breach of Licensee's Information by ESi or its personnel, employees, agents, contractors or subcontractors ("ESi Representatives") performing ESi's obligations set forth in this Agreement, ESi shall, at its sole cost and expense, defend the State of Florida, Licensee, and their officers, agents and employees from third party claims and actions arising from or resulting from ESi's or the ESi Representative's breach of ESi's obligations in this Agreement and will pay amounts awarded to such third party by a court of appropriate jurisdiction to the extent based on such claims or otherwise included in a settlement of such claims approved by ESi, provided that: (1) Licensee notifies ESi in writing promptly upon becoming aware of such a claim; (2) ESi has sole control of the defense of such claims and all related settlement negotiations; and (3) Licensee, at ESi's expense, provides ESi with reasonable assistance in the defense and settlement of such claims. ESi's obligations to defend and pay under this subsection 8.2 shall not apply to claims based on the act or omission of the State of Florida, Licensee, and their officers, agents and employees.

Notwithstanding the foregoing or ESi's obligations elsewhere in this Section, Licensee understands that ESi does not require any information for the performance of Services hereunder other than telephone numbers and applicable account ID's, and that ESi cannot guarantee the security of Licensee Information when stored on Licensee's applicable equipment and hardware or transmitted or accessible when using the internet or other services providers. ESi shall not be liable or responsible to Licensee or any other party for any losses, damages, claims, costs or other obligations arising out of or relating to any unauthorized access to, disclosure or use of information stored by Licensee on the System or while such information is transmitted or accessible through the Software, the internet, or services providers. Additionally, ESi shall not be responsible for any breach of security or confidentiality caused by Licensee's failure to maintain the confidentiality and control of its user identification numbers or passwords related to its use of the Software provided hereunder.

8.3   <u>Exclusions from Confidential Information</u>. Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or its personnel; (b) has been or is obtained by the Receiving Party from an independent source without accompanying obligations of confidentiality; (c) is independently developed by the Receiving Party without reliance in any way on the Disclosing Party's Confidential Information; or (d) has been approved for unrestricted release by the Disclosing Party in writing. Additionally, the Receiving Party may disclose the Disclosing Party's Confidential Information where the Receiving Party is required by law to disclose information that is otherwise Confidential Information, including without limitation as required by Chapter 119, Florida Statutes, provided (to the extent not prohibited by law) the Receiving Party has first notified the Disclosing Party in writing as soon as is commercially reasonable of such requirement to disclose the Disclosing Party's otherwise Confidential Information in order to permit the Disclosing Party to seek confidential treatment of such information.

8.4   <u>Protection of Confidential Information</u>. Notwithstanding the "Dispute Resolution" Section of this Agreement, the Receiving Party acknowledges that the Disclosing Party shall have the right to take all reasonable steps to protect the Disclosing Party's confidential and proprietary interests, including, but not limited to, injunctive relief in a court of law or equity and any other remedies as may be available at law or in equity in the event the Receiving Party does not fulfill its obligations under this Section.

8.5   <u>Survival of Confidentiality Obligations</u>. Subject to the applicable Florida statutory provisions, each party's obligations of confidentiality pursuant to this Agreement for all Confidential Information disclosed between the parties during the term of this Agreement shall survive the expiration or termination of this Agreement as follows: (i) for Confidential Information consisting of trade secrets, for so long as such information remains a trade secret of the disclosing party or for five (5) years following the expiration or termination of this Agreement, whichever is longer, (ii) for Confidential Information consisting of the disclosing party's Licensee information or ESi's suppliers' information, indefinitely, and (iii) for all other Confidential Information, for five (5) years following the expiration or termination of this Agreement.

8.6   <u>Termination of This Agreement</u>. Upon termination of this Agreement or upon the Disclosing Party's written request, the Receiving Party agrees to terminate all use of the Disclosing Party's Confidential Information and to either to return to the Disclosing Party all copies of the Disclosing Party's Confidential Information in its possession or under its control or to provide the Disclosing Party with written notice from one of the Receiving Party's authorized representatives certifying that all copies of the Disclosing Party's Confidential Information in the Receiving Party's possession or control have been destroyed; provided,

however, the Receiving Party may (at its option, but not its obligation) keep a copy of the Disclosing Party's Confidential Information in its archives, and the provisions of this Section 8 shall continue with respect to such Confidential Information.

8.7 Public Records. ESi shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by ESi in conjunction with this Agreement. In accordance with section 119.0701(2), Florida Statutes, a vendor providing contractual services and acting on behalf of the Licensee must:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(ii) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

9.   **Proprietary Interests.**   The Software and Documentation, and all copies thereof, shall remain the exclusive property of ESi and/or its third-party licensors. All applicable rights to copyrights, trademarks, logos, patents and other intellectual property shall remain vested in ESi and/or its third-party licensors. Licensee shall not claim, register, alter or modify, any interest in such copyrights, trademarks, patents or other intellectual property, nor shall Licensee nor attempt to do any of the foregoing. Licensee shall not translate any of the ESi trademarks into any other language or alphabet. Notwithstanding the foregoing, Licensee shall always have title to data input and output arising out of the use of the Software, and any computer programs developed by or for Licensee using output of the Software as input to another source, and which do not include any logic and code of the Software, and such shall remain the exclusive property of the Licensee. Licensee acknowledges and agrees that ESi may seek equitable relief at any time to remedy a violation or threatened violation of the restrictions set forth herein regarding the use and protection of the Software and Documentation.

10. **Copying of Documentation.** Licensee may make as many copies of the Documentation as necessary for Licensee's internal purposes, provided that (i) Licensee shall not modify or alter the content or appearance of the Documentation, modify or alter the appearance of any ESi trademark or logo in the Documentation, or eliminate any references to ESi Acquisition, Inc., WebEOC or other Software in the Documentation, (ii) Licensee shall reproduce and distribute the ESi copyright and notices page contained in the Documentation with all such copies, and (iii) maintains the confidentiality of the copies and destroys or returns such copies in accordance with Section 8 (Confidentiality) above.

11. **Support Services.** During the Term of this Agreement and provided Licensee is not in violation of this Agreement (including, without limitation, its payment obligations hereunder), ESi will provide the Support Services as expressly identified on Exhibit B to this Agreement consisting of the following: (i) ESi will use reasonable efforts to maintain the Software to comply with the applicable Documentation in all material respects, and (ii) if and when made generally available through Support Services to ESI's other customers receiving Support Services, providing subsequent releases and versions of the Software for use consistent with ESI's then current policies. All Software Updates received by Licensee shall be subject to the terms of this Agreement. Support Services are further defined on Exhibit B hereto; Exhibit B is herein incorporated and made part of this Agreement by this reference. Support Services shall not include, and ESi shall not be responsible for, failures of the Software to perform consistent with this Agreement, the Documentation, and other details set forth in any Statements of Work hereto in all material respects resulting from or caused by Licensee, Licensee's hardware and equipment, Licensee's connection to the Software, third party service providers, including, without limitation, communications services providers, or otherwise disclaimed elsewhere in this Agreement. In the event Licensee does not pay for Support Services, Licensee shall not receive any Support Services; in the event that Licensee does not pay for Support Services for a period of time and then Licensee elects to renew Support Services, Licensee shall pay, and ESi shall invoice, the fees for the period

of time that the Licensee allowed the Support Services to lapse plus ESi's then current fees for lapsed Support Services on such amounts.

12. **Consulting Services.** Only if agreed upon in writing by the parties, ESi will provide the Consulting Services expressly set forth in a mutually agreed upon Statement of Work for such services.

13. **Warranty.**
13.1 Warranty by ESi. For new Software licensed pursuant to this Agreement (for instance, merely adding additional User licenses for use with the Software would not be considered new Software), ESi warrants that, for a period of 60 days from the Installation (the "Software Warranty Period"), the Software, when used in accordance with the applicable Documentation and this Agreement, will perform in compliance with the specifications for such Software as set forth in the Documentation in all material respects. In the event the Software fail to perform as warranted herein during such Software Warranty Period, and ESi receives written notice of such failure from Licensee following the first occurrence of such failure (and in all events prior to the expiration of the Software Warranty Period):
   a. ESi shall use all reasonable efforts to correct any reproducible error condition reported to ESi in such written notice during the Software Warranty Period as soon as reasonably possible (not to exceed 45 days) following receipt of such written notice;
   b. if ESi is unable to resolve such failure to comply with the warranty as provided above through either a correction or reasonable work around, Client may terminate the applicable order only (in its entirety) without penalty or liability for any amounts payable (other than charges and fees incurred prior to the effective date of such termination) on written notice to ESi that is received by ESi within 3 business days of the expiration of the 45 day "cure period" for any failure to comply with the warranty, and ESi shall, within thirty (30) days following the effective date such termination, refund to Client the pre-paid unused amounts paid by Customer pursuant to the terminated order during the 60 day period prior to the effective date of such termination. Additionally, to the extent not already waived or expired as provided above, all rights of termination by Client pursuant to this Section shall expire to the extent ESi has not received a written notice of termination pursuant to this Section prior to the expiration of the Software Warranty Period;
   c. In the event of termination of an order as provided in this Section, Licensee shall not be obligated to pay any additional charges or fees payable pursuant to such terminated order for the period after the effective date of such termination; and
   d. The limited warranty provided hereunder (including ESi's obligations to restore Software and provide corrections and Licensee's rights of termination pursuant to this Section) shall not apply to Software to the extent it has been modified by other than ESi (or its contractors or agents), modified at Licensee's request, or not used in accordance with the requirements of this Agreement, the Documentation and Statements of Work. ESi does not warrant that the Software will operate uninterrupted or error free, that all errors can be corrected, or that it will satisfy Licensee's requirements.

This Section sets forth Licensee's sole and exclusive remedy, and ESi's entire liability, for the failure of the Software to satisfy the warranty described in this Section 13. Any refunds pursuant to this Section shall be applied against any limitations of liability set forth in this Agreement.

ESi shall have no obligations pursuant to this Section 13 for claims under this Section 13 for which Licensee does not provide ESi written notice prior to the expiration of the Software Warranty Period.

In addition to the terms above, any termination of an initial Quote or Order pursuant to this Section 13 shall also terminate this Agreement.

13.2 Warranty by Licensee. Client represents and warrants that (a) the performance of its obligations and use of the Software by Client and its Users, including, without limitation, any Administrators or Sub-Administrators, if any, will not violate any applicable laws or regulations, ESi's rules and regulations or cause a breach of any agreements with any third parties; (b) it will not interfere with ESi's systems or the use of any services or systems by other ESi's licensees or clients; (c) it will not provide or enter any Client Information or Client Data into the Software or Systems that may or does contain protected health information under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (d) it will not provide or enter any Client Information or Client Data into the Software or Systems that may or does contain personal data as regulated by the General Data Protection Regulation 2016/679 (the "GDPR"); and (e) it will not send any notifications, be it SMS, email, text, pager alerts, phone calls, using the Software or Systems without obtaining the consent of any User or recipient as required by applicable laws, statutes, or regulations. In the event of any breach of any of the

foregoing Licensee warranties, in addition to any other remedies available to ESi in this Agreement, and available to ESi at law or in equity, ESi will have the right, in its sole reasonable discretion, to terminate or suspend immediately any related Software if deemed reasonably necessary by ESi to prevent any harm to ESi, its customers and/or its business, Licensee and its Authorized Users. ESi will provide to Licensee notice and an opportunity to cure the breach if practicable, depending on the nature of the breach. Once cured, ESi will restore the Software or access to the Software and if there are any additional costs for such restoration, such costs will be invoiced to Client at ESi's then current rates for such services and Client agrees to pay such invoices pursuant to the payment terms used herein.

14. **Disclaimers.**
    14.1 ESI DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND/OR ACCOMPANYING DOCUMENTATION. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY ESI OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS SHALL CREATE A WARRANTY, AND LICENSEE IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. ESI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR FREE OF ERRORS.
    14.2 THE SOFTWARE AND ANY SERVICES THERETO ARE NOT COMPLIANT WITH THE REQUIREMENTS OF THE HIPPA.
    14.3 The Software is an information management application. The software is not fault-tolerant and is not designed, manufactured, or intended for use or resale in hazardous environments that require fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, emergency response, terrorism prevention or response, life support or weapons systems (collectively "High Risk Activities"), the failure of which could lead to death, personal injury, or severe physical or environmental damage. ESI EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. Licensee agrees to not use the Software for High Risk Activities.

15. **Fees and Payment Terms.**
    15.1 Payment; Late Payment. All amounts are due and payable by Licensee to ESi as set forth in the Participating Addendum. Any payments not received by ESi within thirty (30) days after the date of the applicable invoice (or as otherwise due pursuant to the Participating Addendum or an applicable quote) will be considered past due and, in accordance with section 215.422(1), Florida Statutes, Licensee will pay interest on any such amounts at the rate provided by section 215.422(3)(b).
    15.2 Travel Expenses and Additional Charges. To the extent that the Software and services provided hereunder may require ESi to travel and subject to applicable Florida statute, Licensee shall pay Travel Expenses reasonably incurred by ESi in connection with such travel. ESi shall invoice Licensee for Travel Expenses on a monthly basis as incurred. Travel Expenses are in addition to any charges set forth in this Agreement or any Quote hereto. Other additional charges may be required should Licensee elect to: (a) use the Software on more than one (1) Licensed Machine; (b) increase the number of named users who may access the Software; (c) increase the number of non-production instances of the Software; (d) license additional Software; (e) upon renewal; or (f) as otherwise required by this Agreement. Such additional charges shall be as set forth in such mutually agreed upon Quote or amended Exhibits or order form to this Agreement.
    15.3 Renewal Charges. At least sixty (60) days prior to the expiration of the Initial Term (as defined in the Participating Addendum) or a then current extension period thereto, ESi may notify Client of the current fees for Software and Support Services, and invoice Client for such fees for the extension period so that such amount is due and payable prior to the commencement of such extension period. ESi shall be entitled, in its sole discretion, to increase the fees for the Software and Support Services.
    15.4 Suspension of the Software, Services and Support Services. Without limitation as to any other rights or remedies of ESi under this Agreement, ESI reserves the right to immediately suspend Licensee's access to and use of the Software and the Services (including, without limitation Support Services), without notice to Licensee, if any charges or fees payable to ESI are past due and not paid within the time frame set forth in Section 15.1 or elsewhere in this Agreement or an Exhibit, Statement of Work or Quote hereto, as applicable. Licensee agrees that ESI shall have no liability to Licensee, and Licensee waives any claim or action against ESI in the event of suspension or termination of access to or use of the Software and the Services for Licensee's failure to timely pay all amounts. Licensee's payment obligations shall continue during any period of suspension pursuant to this Section.
    15.5 Taxes. Licensee is exempt from State of Florida sales taxes pursuant to section 212.08(6)(a), Florida Statutes. Licensee will provide ESi with a valid exemption certificate.

16. **Limitations of Liability.**
    16.1 LICENSEE ENJOYS SOVEREIGN IMMUNITY AS A STATE ENTITY PURSUANT TO FLORIDA STATUTES. ANY WAIVER OF SOVEREIGN IMMUNITY IS LIMITED BY SECTION 768.28, FLORIDA STATUTES.

16.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY EXHIBITS OR ATTACHMENTS HERETO AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ESI (INCLUDING ITS AFFILIATES) SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY EXHIBIT, QUOTES OR ORDERS HEREUNDER (HOWEVER ARISING, UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT OR STRICT LIABILITY), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, LOSS OF RIGHTS OR SOFTWARE OR SERVICES AND/OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY INFORMATION OR DATA OR OF THE SOFTWARE OR SERVICES, EVEN IF ESI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. SUBJECT TO THE FOREGOING AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, FOR THIS AGREEMENT AND EACH QUOTE FOR SOFTWARE OR SERVICES HEREUNDER, IN NO CASE SHALL ESI'S (INCLUDING ITS AFFILIATES) AGGREGATE LIABILITY DURING ANY TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT (THE FIRST OF WHICH SHALL COMMENCE ON THE EFFECTIVE DATE OF THIS AGREEMENT) UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNTS ACTUALLY PAID TO ESI BY LICENSEE PURSUANT TO THIS AGREEMENT DURING SUCH TWELVE (12) MONTH PERIOD (EXCLUDING TRAVEL EXPENSES). THE PARTIES UNDERSTAND AND AGREE THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT REPRESENTS A REASONABLE ALLOCATION OF RISKS, AND EACH PARTY EXPRESSLY CONSENTS TO SUCH ALLOCATION. ESI SHALL HAVE NO LIABILITY OF ANY KIND IN THE EVENT LICENSEE'S RECORDS OR OTHER DATA SUBMITTED FOR PROCESSING ARE LOST OR DAMAGED.

17. **Termination.**

17.1 Termination for Cause. This Agreement or any Exhibit or Statements of Work hereto may be terminated as follows:

(a)   by ESi upon the breach by Licensee of any of its payment obligations under this Agreement or any Quote or Exhibit hereto, which breach has not been cured within five (5) days after Licensee has received written notice thereof,

(b)   by one party upon the breach by the other party of any of such other party's material obligations under this Agreement or any Quote or Statement of Work hereto that has not been cured within thirty (30) days after the breaching party has received written notice thereof (provided, however, that there shall be no cure period in the event of a breach by Licensee of its obligations related to ESi's intellectual property), or

(c)   by ESi if all or a substantial portion of the assets of Licensee are transferred to an assignee for the benefit of creditors or Licensee files or has filed against it a petition for liquidation under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days.

If the basis for termination for cause applies only to a specific Exhibit or Statement of Work, the non-breaching party may elect to terminate only the affected Exhibit or associated Statement of Work, in which case this Agreement and other, if any, Exhibits and/or Statements of Work will remain in full force and effect. A breach of the terms of this Agreement, an Exhibit or a Statement of Work by a User shall be deemed to be a breach of the terms of this Agreement by Licensee.

17.2 Effective Date of Termination for Cause. Termination for cause based upon 17.1(a) above shall be effective on the 6th day after Licensee received the original written notice of breach if cure is not made or if some interim arrangement has not been reached between the parties (and agreed in writing) during the five (5) day cure period. Termination for cause based upon 17.1(b) above shall be effective on the 31st day after the breaching party received the original written notice of breach if cure is not made or if some interim arrangement has not been reached between the parties (and agreed in writing) during the thirty (30) day cure period; provided, however, if a breach under 17.1(b) is not subject to cure (e.g., disclosure of a party's Confidential Information), termination for cause is effective immediately upon the party providing written notice of termination to the breaching party consistent with the notices provision of this Agreement. Termination for cause based upon 17.1(c) above shall be effective immediately after the assignment for benefit of creditors has been made or the filing of a petition for liquidation under bankruptcy or other insolvency laws and such have not been dismissed, dissolved or the petition lifted or stayed.

17.3 Termination for Lack of Appropriation of Funds. The Licensee's performance and obligation to pay under this Agreement is contingent upon a funding appropriation by the Legislature. In the event such appropriation is not made by the Legislature, Licensee shall be entitled to terminate this Agreement by providing ESi with written notice of such lack of appropriation of funding and Licensee's election to terminate this Agreement. There shall be no refund by ESi to Licensee in the event of the termination of this Agreement pursuant to this subsection 18.3.

17.4 <u>Effects of Termination</u>. Termination of this Agreement shall result in the termination of all outstanding Statements of Work and Exhibits, and termination of all outstanding Statements of Work and Exhibits shall result in the termination of this Agreement. Upon termination of this Agreement and/or any Statements of Work and Exhibits for any reason, any amounts owed to ESi under this Agreement or any Statements of Work and Exhibits, regardless of whether not yet due and payable, will be accelerated and deemed immediately due and payable (including, without limitation, the remaining balance of unpaid fees for professional services and Travel Expenses); <u>provided</u>, <u>however</u>, in the event that Client terminates this Agreement due to a material breach by ESi or due to a lack of appropriation of funds pursuant to subsection 17.3 above, Client shall no longer be obligated to pay such amounts. All Services and all Software licenses and rights granted under this Agreement and all Statements of Work and Exhibits hereto shall immediately terminate upon termination of this Agreement. All Services and all licenses and rights granted pursuant to an applicable Statements of Work and Exhibits shall terminate upon the expiration or termination of the applicable Statements of Work and Exhibits. Upon termination of this Agreement, ESi will immediately cease performing all Services and terminate Licensee's and its User access to the Software. In accordance with Florida Public Records Law, ESi shall be obligated to retain records as applicable and thereafter, ESi shall have no obligation for retaining or maintaining a copy of any such Licensee's Information or data from the Software and ESi shall be entitled, without further liability, to destroy all such Licensee's Information or data from the Software.

17.5 <u>Other Termination/Suspension of Services</u>. In addition to all other remedies to which it may be entitled hereunder, ESi shall have the right, without notice to Licensee, to immediately suspend the provision of any and all Software and Services hereunder, including, without limitation, access to the Software and Support Services, in the event of (i) any breach or threatened breach of this Agreement or any Statements of Work and Exhibits hereto by Licensee or its Users or contractors, (ii) any requirement or direction by any legal or regulatory body having jurisdiction over Licensee, ESi or its suppliers or third party service providers, or (iii) any change in law that renders ESi provision of the Software unlawful or otherwise non-compliant with applicable law. Licensee's payment obligations shall continue during any period of suspension pursuant to this Section. Licensee agrees that ESi shall have no liability to Licensee, and Licensee waives any claim or action against ESi, in the event of termination of access to the Software as provided in this Agreement. ESi shall make reasonable efforts to restart such access upon Licensee's cure or correction of the event of default or breach unless it has already terminated this Agreement or any Statements of Work and Exhibits as provided hereunder. Licensee shall reimburse and pay to ESi all charges, expenses and fees incurred by ESi or payable by ESi to third parties as a result of such suspension of Software or reconnection/restart of such access to such Software.

17.6 <u>Reserved</u>.

17.7 <u>Survival</u>. In addition to provisions not listed in this Section 17.6 that shall survive by the nature of the provision and the content, the following provisions shall survive the termination or expiration of this Agreement: Section 3 (Ownership), Section 4 (Grant of License), Section 8 (Confidentiality), Section 9 (Proprietary Interests), Section 10 (Copies of Documentation), Section 13.2 (Warranty by Licensee), Section 14 (Disclaimer), Section 16 (Limitation of Liability) Section 17 (Termination), Section 17.2, Section 18 (Export Controls), Section 19 (U.S. Government Rights) and Section 21 (General Terms and Conditions).

17.8 The termination of this Agreement shall not relieve the Licensee of its obligation to pay any Charges and Fees incurred hereunder prior to the effective date of such termination or expiration or that result or arise from the termination of the Agreement (as provided in herein)**.**

18 **Indemnification.**

18.1 <u>By ESi</u>. ESi shall, at ESi's sole cost and expense, defend Licensee against a third party claim that the Software provided hereunder by ESi infringes such third party's U.S. patent or copyright (or other jurisdiction as agreed to in writing by both parties), and ESi shall pay damages that a court finally awards to such third party to the extent based on such claims or is agreed to by ESi in settlement of such claims, provided that (i) Licensee provides ESi prompt written notice of such claims, (ii) ESi controls the defense and settlement of such claims, and (iii) Licensee, at ESi's expense, reasonably cooperates with ESi in the defense and settlement of such claims. ESi's obligation hereunder shall not extend to a claim to the extent such claim is based on any alleged infringement arising from any (a) infringement or contributory infringement to the extent caused in whole or in part by Licensee, its Users, agents, representatives, employees or by third parties under Licensee's direction or control; (b) additions, changes or modifications to the Software by or on behalf of Licensee except for any additions, changes or modifications made by ESi or its Suppliers on ESi's behalf; (c) incorporation of the Software or any component thereof into any other product or process; or (d) use of the Software other than as permitted by this Agreement or the applicable Quote or Order. Should the Software become, or in ESi's opinion, be likely to become the subject of any such suit or action for infringement for which ESi is responsible under this Section, or if Licensee is enjoined from using the Software, ESi shall, at ESi's sole option and expense, (x) procure the right to continue providing the Software; (y) replace or modify such Software so that they become non-infringing and functionally equivalent; or (z) may terminate that portion of the allegedly

infringing Software on written notice to Licensee. This Section states ESi's entire liability for infringement claims relating to the Services, Software, or Support Services.

19. **Export Controls.** Licensee acknowledges that the Software and Documentation are subject to United States export laws. Licensee shall not, nor shall Licensee authorize or permit its directors, employees, consultants, independent contractors or other persons, to export, re-export, disclose or otherwise provide the Software and/or Documentation to any country unless an appropriate license, exemption or authorization has been obtained from the U.S. Government. Licensee expressly agrees that Licensee shall not export, re-export, barter, or otherwise provide or disclose the Software and Documentation, in whole or in part, to: (a) any country covered by any United States trade embargo; (b) any person listed on the United States Department of Treasury's list of Specially Designated Nationals; (3) any person or entity listed on the United States Department of Commerce Denied Persons List; (4) any person or entity listed on the United States Department of Commerce Unverified or Entity Lists; (5) any person or entity listed on the United States Department of State Debarred List; or (6) any person or entity where such export, re-export, barter, disclosure or provision violates United State export control law or regulation. Licensee represents and warrants that neither it nor its directors, employees, consultants, nor any other persons or entities who may gain access to the Software and Documentation through the Licensee, are persons or entities subject to such U.S. export controls. Client waives sovereign immunity not to exceed the extent authorized by section 768.28, Florida Statutes.

20. **U.S. Government Rights.**
    20.1 If Licensee is an agency, department, or other entity of the United States Government ("Government"), or funded by the United States Government, Licensee's use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Documentation, technical specifications, or any related materials of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies, Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies and the equivalent regulations for the Department of Energy. The use of the Software and Documentation is further restricted in accordance with the terms of this Agreement, or any modification thereto.
    20.2 The Software and Documentation are commercial computer software and commercial computer software documentation. Licensee shall ensure that each copy used or possessed by or for the Government is labeled with the following: "Manufacturer is ESi Acquisition, Inc., 235 Peachtree Street NE, Suite 2300, Atlanta, GA 30303. ALL RIGHTS RESERVED. PROPRIETARY PRODUCTS." For the purpose of any federal, state or local law, Licensee agrees that the Software and Documentation are trade secrets and proprietary commercial products of ESi and/or its third-party licensors and are not subject to disclosure.

21. **General Terms and Conditions.**
    21.1 Entire Agreement; Waiver. This Agreement (including any Exhibits, attachments and schedules hereto) and Statements of Work set forth the entire understanding and agreement of the parties and supersede any and all oral or written agreements or understandings between the parties, as to the subject matter of this Agreement or the applicable Exhibit or Statement of Work. Any provisions, terms or conditions on Client's purchase orders which are, in any way, inconsistent with or in addition to the terms and conditions of this Agreement shall not be binding upon ESi and shall have no applicability hereunder. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
    21.2 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Florida (United States of America) regardless of application of choice of law rules or principles. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods. Unless otherwise elected by ESi at its option and in writing for a particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be Broward County, Florida. Both parties shall consent to the jurisdiction of such courts and agree that process may be served in any manner allowed by the laws of the State of Florida or of the United States. If Licensee acquires the License in a country other than the United States or its territories, local law may apply. The original language of this Agreement is English. In case of any discrepancies or conflicts between the English text version of this Agreement and any translation, the English version shall prevail.
    21.3 Assignment. Licensee may not assign or otherwise transfer, in whole or in part, or in any other manner, any rights, obligations, or any interest in or under this Agreement without the prior written consent of ESi and any purported attempt to do so will be null and void. A merger or other acquisition by a third party will be treated as an assignment. ESi may at any time and without Licensee's consent assign all or a portion of its rights and duties under this Agreement to a company or companies wholly owning, owned by, or in common ownership with ESi provided that ESi provides Client with notice in advance. This Agreement shall be binding on each party's successors and permitted assigns.

21.4 <u>Change in Subcontractors</u>. ESi has the right to change, modify and otherwise convert services providers and subcontractors (including, without limitation, its affiliates) used to provide the Services and terms under which the Services are offered, provided that the basic functionality and quality of the Services will not be materially adversely affected.

21.5 <u>Interpretation</u>. In the event of a conflict between this Agreement and the terms of any Exhibit or, Statement of Work attached hereto, the terms of the Exhibit or Statement of Work shall prevail and control the interpretation of this Agreement. The Exhibits, Statement of Work, attachments, and schedules together with this Agreement shall be interpreted as a single document.

21.6 <u>Limitations Period</u>. Licensee agrees not to bring a legal action against ESi more than two years after the later of the date on which the cause of action accrues or the date on which the party discovered or with reasonable investigation should have discovered the cause of action.

21.7 <u>Independent Contractors</u>. The parties are independent contractors, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. Neither party shall make any statement, representation, warranty or other commitment on behalf of the other party.

21.8 <u>No Implied Licenses</u>. There are no implied licenses under this Agreement. Neither party shall exceed the scope of the licenses granted hereunder. ESi reserves all rights not specifically granted to Licensee.

21.9 <u>Notice</u>. All notices shall be in writing and sent by certified mail (return receipt requested), overnight courier, or delivered personally to the addresses indicated on the first page of this Agreement for the applicable intended recipient, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. All notices to ESi shall be directed to the attention of the President/CEO of ESi, with a copy of all such notices also sent to ESi to the attention of ESi's General Counsel at the same address as ESi. Notice will be effective on the date shown on the delivery receipt or, in the case of personal delivery, actual receipt. All notices required pursuant to this Agreement shall be provided in strict compliance with this Section.

21.10 <u>Severability</u>. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

21.11 <u>No Third-Party Beneficiaries</u>. ESi and Licensee agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

21.12 <u>Headings</u>. The headings used in this Agreement, Exhibits, and Statements of Work are solely for convenience and shall not be considered in its interpretation.

21.13 <u>Incorporation by Reference</u>. Any Attachments to this Agreement and any Exhibit or Statement of Work now existing and hereafter executed or issued that are made pursuant to this Agreement shall be deemed to be part of this Agreement and are incorporated into this Agreement by reference.

21.14 <u>Amendments</u>. Except as otherwise provided herein or in an applicable Exhibit, Statement of Work or Quote, this Agreement and any Exhibit, Statement of Work or Quote may be changed or modified only in a written document signed by duly authorized representatives of both parties.

21.15 <u>Publicity/Use of Trademarks</u>. ESi and Client herein agree to permit the occasional use of each other's name and logo as well as reference to this Agreement and the Services in their respective promotional advertising, press releases and public relations efforts. All such use will be only in a manner that reflects positively upon the other party. ESi may, without obtaining Client's prior written consent, place Client's name on a list of ESi's customers.

End of End User Licensed Agreement; Exhibits follow.

EXHIBIT A TO END USER LICENSE AGREEMENT

1. **_Term of the Support Services_**
The Support Services for the Software set forth on this Exhibit A shall be for the Initial Term as set forth in Section 4.1 of the Participating Addendum and any extensions thereto, pursuant to the terms in the Participating Addendum.

2. **_Licensed Software_**
Licensee has licensed the following Software:

Number of Licensed Machines	Software
1	WebEOC® Software – Professional, v8.8

Licensee also may install the Software to support "non-production" software development cycle activities:

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

3. **_Authorized Number of Users_**
Licensee may provide access to the following number of Administrators and Users:

User Type	Qty of Users
Administrators – _per named user_	Unlimited
Sub-Administrators – _per named user_	0
Users – _per named user_	Unlimited (inclusive of Administrators and Sub-Administrators)

4. **_Surge Capacity Plan_**
Surge Capacity Plan has been purchased for the Term: [ ] Yes   [X] No

5. **_Emergency Response Program_**
Emergency Response Program has been purchased for the Term: [ ] Yes   [X] No

/End of Exhibit A

EXHIBIT B TO END USER LICENSE AGREEMENT
DESCRIPTION OF SUPPORT SERVICES FOR THE SOFTWARE

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

1) Telephone Assistance: Licensee's "Support Contact" (as defined below) may contact the Juvare Support Center for telephone assistance to seek advice relating to the use of the Software and/or to identify and work to provide a "workaround" for Software problems, if available. Telephone assistance for non-Emergency Support Services (as defined below) shall be available during Standard Business Hours.

2) Problem Assistance: Licensee may submit problem assistance requests for Software assistance via the published ESi's support escalation procedures. ESi will notify Licensee if any request is beyond the scope of this Agreement and is, therefore, subject to additional charges. Requests for problem assistance for non-Emergency Support Services shall be available during Standard Business Hours.

3) Software Updates: ESi, at no additional charge, will provide Software Updates for the Software as such Software Updates are made generally available to other ESi customers receiving Support Services. Any training required by Licensee related to such Software Updates and subsequent versions of the Software may be provided for an additional charge. ESi shall provide Licensee with downloadable Software Updates to the Software, except for modules, as such Software Updates become available. Software Updates may include correction releases (i.e., patches provided to correct software anomalies), point releases (i.e., modifications to current generation of software including enhancement and improvements), and level releases (i.e., new releases or new generation of software), but shall not include new products, modules or plug-ins released commercially by ESi as independently priced items. For Modules, ESi, at no additional charge, will provide Software Updates for Modules as such Software Updates are made to correct errors affecting the operation of the Module, whether such error is caused by the Module itself or by an error in the Software. ESi shall not provide for any enhancements to the Module unless agreed to in writing by both parties and upon payment of the fees for such enhancements.

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

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

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

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

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

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

1. Alterations to the Software not authorized by ESi;
2. Unless otherwise agreed in an Exhibit, Quote or Statement of Work hereto, customizations to the Software from consulting or professional services provided by ESi, including applications design or recommendations by Licensee;
3. Software problems created by Licensee negligence or fault or failure to comply with any specifications, policies, procedures or requirements for use of the Software, including, without limitation, those set forth in ESi's Terms & Conditions;
4. Software problems caused by or related to a change in Licensee's service provider or internet access provider. Without limiting the generality of the foregoing, no reconfiguration of the Software due to a change in a service

provider is covered under Support Services. Licensee should notify ESi prior to changing its service provider to enable ESi to provide configuration specifications to the new service provider. Any programming and configuration changes will be charged to Licensee at the then-current ESi's daily/hourly rates for such reconfiguration services;

5. Software problems that do not significantly impair or affect the operation of the Software;

6. Assistance with third party products; training; installation of plug-ins, boards or modules; API support; Board building; and

7. Licensee's failure to allow for the prompt implementation of error corrections, Software updates, or any work-around provided or made available by ESi (including, without limitation and applicable at all times, implementation of more recently released, generally available versions or releases of the Software made available through Support Services that contain corrections to the relevant error or where such error does not occur when using such more recently released version or release of the Software).

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

/End of Exhibit B to End User License Agreement

Exhibit F – Open Source Software List

.NET SFTP Library
3-GIS LLC - Network Express
7-zip
A New Task Scheduler Library for .NET
Adobe Robohelp
almond.js
Angular-DragDrop
AngularJs
Angular-ui-TinyMCE
AntiSamy .NET
Bing Data JSON Contracts
Blankshield
Bootstrap 3 RTL Theme
Bootstrap-Slider
Bouncy Castle (C#)
Building Secure ASP.NET Applications
CatFood.Shapefile
Chilkat Site-Wide Bundle
ClosedXML
Codekicker.BBCode
codice/usng.js
Component Space - SAML Suite - Enterprise
css3-mediaqueries-js
D3
DDay.iCal
DevCraft UI Edition AJAX Telerik Controls
DHTMLgoodies Tab View
ES5-Shim
ES6-Promise
ESRI - GIS Mapping
Esri resource-proxy
ExpertPDF HTMLToPdf Converter
FastDBF
Flex SDK
Fullscreen API
Geospatial Data Abstraction Library (GDAL)
Glyphicons
google-code-prettify
grunt.js
highlight.js
history.js

HTML Agility Pack
html5shiv
jqPlot
jquery.event.drag
jquery-splendid-textchange
JSDoc
Json.NET
Knockout AMD Helpers
Knockout.js
Knockout.js Mapping
knockout.punches
LLBLGen Pro
Lo-Dash
Mailbee.NET Objects
Masked Input Plugin for jQuery
MetadataExtractor .NET
Modernizr
Moment.js
Moq
NVD3
Obviex - Generate a Random Password
Olé
OpenLayers
OpenLayers 3
PagerJS
phantomjs
Popper.js
Proj.4
QUnit
QUnit Parameterize
r.js
Radar Chart
requestAnimationFrame polyfill
require.js
RTLCSS
SCEditor
SignaturePad
Sinon.JS
SlickGrid
Software
SQL Server CLR Types
String Enumerations in C#
TinyMCE

Twitter Bootstrap
Vagrant
XML to JSON

/End of Exhibit F