

BODY WORN CAMERAS AND VIDEO MANAGEMENT SOLUTION
Contract No. RFP-00168

This Agreement is made and entered into by and between Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st street, Miami, Florida 33128 (hereinafter referred to as the "County"), and Viewu, LLC, a limited liability company organized and existing under the laws of the State of Washington, having its principal office at 105 W. John St., Seattle, WA 98119 (hereinafter referred to as the "Contractor" or "Viewu").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Body Worn Cameras and Video Management Solution, on a non-exclusive basis, that shall conform to the Statement of Work (Attachment A); Miami-Dade County's Request for Proposals (RFP) No. RFP-00168 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated, July 28, 2015, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Body Worn Cameras and Video Management Solution for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Statement of Work (Attachment A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. RFP-00168 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Viewu, LLC and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable",

- "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
 - i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
 - j) The words "Statement of Work" to mean the document appended hereto as Attachment A, which details the work to be performed by the Contractor.
 - k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
 - l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
 - m) The word "BWC" to mean Body Worn Camera devices.
 - n) The word "VMS" to mean Video Management Solution.
 - o) The word "MDPD" to mean the Miami-Dade Police Department.
 - p) The word "Solution" to mean, collectively, Contractor's Body Worn Camera, Licensed Software and Video Management Storage.
 - q) The word "Licensed Software" to mean Contractor's file management software, the BWC software and other on-premises software for the installation and use of Solution.
 - r) The word "Documentation" to mean customized training materials, user manuals, or any other hard or soft-copy material that describes the use, operation, maintenance, or design of the BWC or VMS.
 - s) The words "Final Acceptance" to mean MDPD's written acknowledgement in the form of signature of all Deliverable Acceptance Forms (Attachment D) that demonstrates that all milestones and deliverables have been completed as outlined in the Statement of Work .
 - t) The words "VIEVU Solution Connector" to mean the software application used support the assignment of BWCs, review video, add metadata to videos stored on the camera, and download processes.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Statement of Work (Attachment A), 3) the Miami-Dade County's RFP No. RFP-00168 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. GRANT OF LICENSE AND RIGHTS

- a) Contractor shall own all rights, title, and interest in and to the Licensed Software and the related source

code including copyright, trade secret, patent, trademark, and other proprietary rights as well as all customizations, enhancements, modifications, improvement, derivations, or other variations thereof. This Agreement does not transfer to the County under any circumstances any of the Contractor's ownership rights in the Licensed Software.

- b) License. In consideration of the fees paid under the Agreement, the Contractor hereby grants to the County and its full-time, part-time or contract employees a limited, nonexclusive, non-sublicenseable and non-transferable license for the term of the Agreement to access and use, solely in object code form, the Licensed Software, over the Internet, with an unlimited number of concurrent end user accounts to Licensed Software.
- c) Use of License. The Licensed Software and use of the Solution is provided to the County solely for the County's governmental and business purposes, to the extent such purposes are described in this Agreement or the Documentation, and in compliance with applicable laws and regulations, including without limitation laws and regulations applying to privacy and personal information. County is solely responsible for ensuring that only authorized personnel have access to the Licensed Software and the Solution.
- d) License Restrictions. County will not and will not attempt to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of the software used in the Licensed Software; (b) provide, lease or lend the Licensed Software to any third party except as expressly authorized hereunder; (c) remove any proprietary notices or labels displayed on the Licensed Software or the Documentation; (d) create a derivative work of any part of the Licensed Software; (e) use the Licensed Software for any unlawful purpose; or (f) use the Licensed Software as a video streaming host.
- e) Software as a Service (SaaS). Contractor is supplying SaaS and acting as an Application Service Provider (ASP) supplying the System to the County as a hosted service via the Internet. To the extent a sublicense is necessary in connection with making any functionality provided in the Statement of Work for the Solution available to the County, the Contractor will also provide for sublicenses to enable the County to fully utilize the Solution in accordance with the Agreement.

ARTICLE 5. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Statement of Work, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Statement of Work. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 6. DELIVERY

- a) The Contractor shall make the VMS available to the County through SaaS or ASP model. The VMS will be accessible through the Internet by the County.
- b) Web Based Software. All County usernames and passwords shall be authenticated as specified in Attachment A, "Statement of Work."
- c) Documentation. The Contractor shall deliver copies of the Documentation to the County in softcopy (electronic) format, and if requested, in hardcopy.
- i. Under no circumstances will the County sell, distribute, reproduce or provide any copies of the Documentation, including copies made, to other than its employees or individuals assisting the County in its business or governmental operations, except as required under Florida Statutes 119.
- d) Updated Documentation. The Contractor agrees to provide the County with revised, modified, and/or updated Documentation that reflects the enhancements/changes/modifications (including without limitation Updates, Upgrades, or Releases) made to the VMS throughout the term of the Contract.

ARTICLE 7. CONTRACT TERM

The Contract shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall be for the duration of five (5) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for three (3) additional five (5) year periods. The County also reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension ("Extension Period"). This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 8. HOSTING, MAINTENANCE, AND SUPPORT SERVICES

- a) Contractor Obligations. Contract shall provide the County with the required hosting, maintenance, and support services for the VMS as set forth in Attachment A "Statement of Work."
- b) Commencement of Maintenance. Maintenance shall commence upon "Go Live" for Part I as described in Attachment A "Statement of Work" and Attachment C "Project Timeline." The charge for Maintenance is included in the Recurring Fees charged under this Agreement and as further defined in Attachment B "Payment Schedule."
- c) The Microsoft Azure Government Cloud provided as part of the Solution is only available for the benefit of members of Federal Agencies, State/Local Entities, or Tribal Entities, in each case, acting in its governmental capacity (the "Community"). As such, County certifies that it is a member of the Community and County agrees to use Azure Government Services component of the Solution solely in County's capacity as a member of the Community and for the benefit of authorized users that are members of the Community. Use of Azure Government Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of the Azure Government Services component of the Solution, or the entire Solution, in each case, without notice. County agrees that it meets these respective eligibility requirements, and covenants that it will continue to

meet the respective eligibility requirements throughout the Term of this Agreement. Contractor reserves the right to verify eligibility at any time and suspend the Solution or any portion thereof if the eligibility requirements are not met.

For this subparagraph, "Federal Agency" means a bureau, office, agency, department or other entity of the United States Government; "State/Local Entity" means (a) any agency of a state or local government in the United States, or (b) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of a Customer's state and located within the County's state's jurisdiction and geographic boundaries; and, "Tribal Entity" means a federally recognized tribal entity eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

ARTICLE 9. CONFIGURATION SERVICES

- a) The County shall accept or reject the BWC Deliverables and the VMS within fifteen business (15) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to provide deliverables within the time specified or if the VMS and/or BWC Deliverables delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered VMS and/or BWC Deliverable or may accept any item of VMS and/or BWC Deliverable and reject the balance of the delivered VMS and/or BWC Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the VMS and/or BWC Deliverables for such items of rejected Deliverables and/or VMS within fifteen (15) business days of Contractor's receipt of the County's rejection notice.
- c) Unless otherwise agreed to by the County, Contractor agrees as part of the VMS deployment and configuration services to perform all required activities to successfully achieve all objectives set forth in the Statement of Work , including, but not limited to, (a) system configuration; (b) interface development; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) hosting; (g) maintenance support services; (h) cooperating with all other vendors supplying peripheral or ancillary applications that will interface with the System; and (i) any additional services necessary to ensure Contractor's compliance with this Article 9.
- d) BWC and VMS testing shall consist of the tests described in the Statement of Work which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the BWCs and the VMS in conformance with the requirements of the Contract. This will include an actual demonstration of all required VMS functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

ARTICLE 10. TESTS

The Contractor shall configure and program the VMS to conform to the Statement of Work. The VMS and associated BWCs will be subject to several tests, including a System Acceptance test as further defined in the Statement of Work, Implementation Plan, and Acceptance Criteria to be developed and agreed by both parties. To assure VMS performance, the County's Project manager will coordinate all testing of the VMS and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Statement of Work.

Failure of the VMS to satisfy the acceptance criteria and conform to the requirements set forth in the Statement of Work by the timeframes set forth in the Implementation Timeline may result in the County withholding payment until

satisfactory acceptance is granted to the Contractor. For updates to the VIEVU Solution Connector, after Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Software System require separate testing periods and sign-off from the County Project Manager prior to migrating it into the production software. The testing protocol shall be as follows:

Contractor's Project Manager will provide written notice to the County Project Manager of modifications, fixes, enhancements, and/or new releases of the software available for testing.

The Contractor's Project Manager will coordinate all user acceptance testing dates, acceptance criteria, and training for the new functionality for the test group.

The County will be granted five (5) business days or other timeframe agreed to by both parties in writing to perform testing based on the outlined functionality being delivered to the County on the Acceptance Criteria sign off sheet;

The County's Project Manager will provide the Contractor with written notice of acceptance (sign-off) or rejection (with documented material nonconformities in the functionality) within 5 business days, unless more time is needed, in which case the County will notify the Contractor in writing accordingly;

Deficiencies found will be noted on the Acceptance Criteria sign off sheet and the Contractor will be provided an opportunity to correct the issues. The Contractor will be required to provide the County with an updated timeline and work around (fix) within three (3) business days unless additional time is requested in writing and agreed by both parties;

Once the release is accepted, the functionality will be moved into the production module. And updated documentation will be provided to the County.

ARTICLE 11. DATA STORAGE SPACE

The Contractor will provide the County with 750GB of storage space per BWC. The total amount of storage space available to the County will be equal to 750GB multiplied by the total number of BWC's deployed (i.e. 750GB x 1,500 BWCs = 1,125TB). The County will not be charged any fees for an overage of any individual BWC until such time as the County has exceeded the cumulative total of storage space across all BWC's. The cost for additional storage space beyond the cumulative total, will be billed in accordance with Attachment B.

ARTICLE 12. WARRANTIES

- a) Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to Licensed Software, and that it has the sole right to grant licenses there under, and that it has not knowingly granted licenses there under to any other entity that would restrict rights granted hereunder except as stated herein.
- b) Software Warranty. Contractor represents and warrants to the County that the Licensed Software, when properly installed by the County, will perform substantially as described in Contractor's then current Documentation for such software for a period of thirty-six (36) months from the date of Acceptance.
- c) Hardware Warranty. Contractor represents and warrants to the County that the BWC devices and associated hardware shall be free from defects in materials and workmanship and shall conform in all material respect to the Specifications for a period of thirty-six months (36) from the date of Acceptance, provided the BWC Devices and associated hardware in question has been stored and used in accordance with Contractor's instructions and user manual, and has not been otherwise subjected to misuse or abuse. It is understood and agreed that any BWC devices delivered to the County prior to Acceptance shall be covered under a warranty grace period until such time as the warranty begins on the date of Acceptance.

The use of non-Contractor approved specifications or accessories or replacement parts will void any hardware warranty.

- d) Extended Multi-Dock Warranty. Contractor represents and warrants to the County that the Multi-Dock Stations shall be free from defects in materials and workmanship and shall conform in all material respect to the Specifications for as long as the County continues to own or use the product.

ARTICLE 13. SOFTWARE ESCROW

The County requires that the Contractor maintain a software escrow account throughout the life of the Agreement to protect against failure of the Contractor to provide the agreed upon services. A copy of the Contractor's licensed software source code, and Contractor enhancements or modifications or customization or Developed Works of source code is to be kept by a trusted third party to ensure that the County will have access to the source code in the event that the Contractor is unable to support the software. The Contractor is required to maintain the most current version of the application with the escrow agent including, but not limited to all incremental releases and upgrades. The terms and conditions associated with such software escrow services are outlined in Attachment F, "Escrow Agreement."

Solely in the event of a release event as defined under the Escrow Agreement, the Contractor grants to the County, a non-exclusive, perpetual, paid in full license, to install, use, copy, publicly perform and digitally perform, modify and create derivative works, for the sole purpose of continuing the benefits afforded to the County under this Agreement, including the development of patches and upgrades solely for County's internal use. The County shall have the right to modify and customize the Software, or to have the Software modified and customized by third-parties.

ARTICLE 14. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager:

Miami-Dade Police Department
 Attention: Captain Gustavo Duarte
 Phone: 305-471-2035
 E-mail: U302862@miamidade.gov

and,

- b) to the Contract Manager:

Miami-Dade County
 Internal Services Department,
 Procurement Management Services Division
 111 N.W. 1st Street, Suite 1300
 Miami, FL 33128-1974

Attention: Santiago A. Pastoriza
 Phone: 305-375-1084
 E-mail: spastor@miamidade.gov

(2) To the Contractor

- a) Viewu, LLC
105 W. John St.
Seattle, WA 98119

Attention: Jason Wine
Phone: 888-285-4548 ext. 1007
E-mail: Jason.Wine@viewu.com

and,

- b) Viewu, LLC
c/o Safariland Legal Department
13386 International Parkway
Jacksonville, FL 32218

Attention: Julio Salvador, Vice President, Legal
Phone: 904-741-1777
E-mail: julio.salvador@safariland.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 15. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The County shall pay the Fees as set forth in the Payment Schedule or such other consideration for Products and Services provided under this contract. All amounts payable to the Contractor upon invoice. The County shall have no obligation to pay the Contractor any additional sum in excess of the amount in the Payment Schedule, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 16. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 17. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Attachment B – Payment Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime vendors under either services or goods contracts

pursuant to Sections 2-8.1.1.1.1 or 2-8.1.1.1.2, respectively, that are a SBE contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made to the certified small businesses on those amounts not in dispute, within fourteen (14) calendar days of receipt of such billing or invoice. All payments for undisputed amounts due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade Police Department
Fiscal Administration Bureau
9105 NW 25th Street
Room 3049
Miami, FL 33172

Attention: Commander Joy Stewart

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 18. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis to include products liability, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property

damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- D. Cyber Liability Insurance to include Privacy and Media Liability in an amount not less than \$1,000,000 per occurrence.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 19. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner reasonably satisfactory to the County in accordance with the terms and conditions of this Agreement. The

County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 20. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 21. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 22. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to

or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; and; questions as to the interpretation of the Statement of Work.

- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 23. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 24. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Statement of Work. The Contractor

and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 25. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation for determination of the Services invoiced.

ARTICLE 26. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to permanently substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution, where reasonably possible. Such approval shall not be unreasonably withheld or delayed.

ARTICLE 27. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 28. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the

satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 29. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 30. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 31. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop work on the date specified in the notice ("the Effective Termination Date");

- ii. take such action as may be necessary for the protection and preservation of the County's materials and property subject to subparagraph (h) herein;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event that the County chooses to terminate this Agreement for any reason, the Contractor agrees that that the County will continue to receive access to the VMS for a period of 120 days. During this period, the County will be able to access data stored in the VMS but will not be able to add new data or new video to the VMS. During this time, the Contractor will provide the County with tools to retrieve and transfer data to a location other than the VMS. Thereafter, it is the responsibility of the County to maintain, at the County's sole expense, all the data transferred from the VMS. During the 120-day access period, the County agrees to pay for continued access to the VMS in order to maintain status as a paying customer in good standing. At the conclusion of the 120-day access period after termination, the County retains the option to:
- 1) Pay the Contractor to continue to maintain data until the data has been satisfactorily transferred out of the VMS and is in the County's possession. The County will not have direct access to the VMS during this time and will be responsible for paying contractor for the cost of storage. Such amount shall be equal to 75% of the County's previous monthly payment amount, corresponding to the base payment and any overage charges, to cover Contractor's expenses associated with rendering assistance to the County with data migration and other services. During this period, the Contractor will provide data migration by transferring the data from the Contractor's possession to the County's possession in a mutually agreed upon format (i.e. FTP site, hard drives, flash drives, etc.). Once all data has been successfully transferred out of the VMS, the County shall provide written notice to the Contractor, and the Contractor shall provide written confirmation of receipt of notice and thereupon will delete the County's data. The County's financial obligation for the Contractor's maintenance of data shall terminate upon deletion of the County's data.

The Contractor agrees that it will not delete the County's data except as set forth above. This provision shall survive any termination of this Agreement and the Contractor acknowledges and agrees that it may not delete the County's data as a result of any breach by any party, except as set forth above. Nothing herein or anywhere in this Agreement is intended to supersede any legal requirements or obligations relating to the preservation of data.

ARTICLE 32. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein;
 - viii. the Contractor has exposed County data to a data breach.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 33. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 34. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

- d) **Limitation of Liability.** Contractor's aggregate liability under this agreement for all claims and damages shall be limited to the aggregate value of the contract, including any extensions or renewals thereof. Any Limitation of Liability does not modify, alter, supersede or limit in any way, the Contractor's duty to fully indemnify and hold the County harmless as set forth in Article 18.
- e) **Other Limitations.** The obligations of Contractor under the Agreement run only to County and not to any other persons or entities. Under no circumstances will any other person or entity be considered a third-party beneficiary of the Agreement or otherwise entitled to any rights or remedies under the Agreement. County will have no rights or remedies against Contractor except as specifically provided in the Agreement.

ARTICLE 35. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability to the extent based on a claim that the Solution infringes any copyright, trademark, service mark, patent or trade secrets. Contractor's obligation specified in this paragraph will be conditioned on County notifying Contractor promptly in writing of the claim or threat thereof and giving Contractor full and exclusive authority for, and information for and assistance with, the defense and settlement thereof.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) replace or modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 36. CONFIDENTIALITY

- a) All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 37. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software

has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 38. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Statement of Work. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 39. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2.8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 40. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and

employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 41. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment."
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement

to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 42. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence, or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 43. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 44. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County, such consent will not be unreasonably withheld:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 45. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 46. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 47. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 48. SURVIVAL

The parties acknowledge that any of the obligations in this contract will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this contract, which by nature continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 49. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Support (service/maintenance) can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation, subject to the terms of this contract. There will be no early termination charges from the Contractor for cancelling Support during the year due to non-appropriation.

ARTICLE 50. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war, or where the performance of all or any part of the Work of this contract is delayed or interrupted by the County where not expressly authorized under this Agreement or by a failure of the County to act within the time specified by Contractor, or within a reasonable time if not specified. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war.

ARTICLE 51. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

ARTICLE 52. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) 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 Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) 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 does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 53. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein set forth below.

Contractor

Miami-Dade County

By: [Signature]

By: [Signature]

Name: Donald A. Dutton

Name: Carlos A. Gimenez

Title: Vice President and General Manager

Title: Mayor

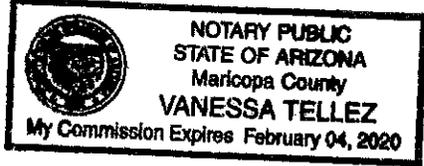
Date: 15 March, 2016

Date: 3/24/16

Attest: [Signature]
Notary Public

Attest: [Signature]
Clerk of the Board

Notary Seal



Approved as to form and legal sufficiency

[Signature]
Assistant County Attorney



ATTACHMENT A

STATEMENT OF WORK

1.0 Background

The Miami-Dade Police Department (MDPD) is charged with the safety of over 2.5 million residents who reside within Miami-Dade County. MDPD is responsible for promoting a safe and secure environment, with officers who are committed to high performance standards, ethical conduct, and a professional level of service that is fair to all. Implementation of the Body Worn Camera and Video Management Solution (Solution) will benefit the agency by allowing officers to record various situations to include but not limited to, traffic stops, sobriety tests, and interviews. This Statement of Work identifies the tasks required for the implementation of the Solution and is based on Viewu's (Contractor) current understanding of the requirements and the Contractor's previous experience with similar engagements.

2.0 Hardware Options

As part of this implementation, the Contractor will provide MDPD with two (2) BWC options and a Multi-Dock station that provides automated download and recharging for up to 10 LE4 cameras:

A) Viewu LE4

LE4 Detailed Specifications	
Video Resolution	1920x1080 (FHD), 1280x720 (HD) or 848x480 (SD)
Recording Speed	30 Frames Per Second
Recording Format	MPEG-4, H.264 Codec, AVI Container
Lens Field of View	95 Degrees
Date and Time Stamp	GMT or Local Time. Embedded on Video
Pre-Record	30 Second Buffer
Post-Record	30 Second Buffer
Wi-Fi	
Wi-Fi Protocol	802.11 G/N
Modes of Operation	Access Point (AP), Infrastructure (STA)
Security	Open, WEP, WPA-TKIP, WPA-AES, WPA2
Live Streaming	Yes
Smartphone Integration	Yes, iPhone, Android and Windows Phone
Audio	
Recording Format	PCM
Mute	Ability to Disable/Enable Audio Recording
Environmental Conditions	
Minimum Working Temperature	- 4° F (- 20° C)
Maximum Working Temperature	+ 122° F (+ 50° C)
Recommended Storage	+ 68° F (+ 20° C) < 75% Relative Humidity
Water Ingress Testing	Waterproof, Non-Submersible (IP55)
Drop Testing	10' Onto Hard Surface
Battery	

LE4 Detailed Specifications	
Type	Lithium-Ion (Non-Removable)
Recording Life	10+ Hours
Standby Life	72 Hours *
Charge Cycles	500 Cycles > 75% Capacity *
Recharge Time from Empty	7 Hours
Storage	
Raw Storage Capacity	32 GB (Non-Removable)
Video Storage Capacity	12hr at SD Resolution, 6hr at HD Resolution
Design	
Dimensions (without clip)	2.1" x 3.3" x 1.1" (54mm x 83mm x 27mm)
Weight (without clip)	5.9 oz.
Certifications	
FCC Class B	Yes
CE 2004/108	Yes
RoHS	Yes
WEEE	Yes
Environment Testing	Water Ingress: IP55 (Non-Submersible)

B) Viewu LE4mini

LE4mini Detailed Specifications	
Video Resolution	1920x1080 (FHD), 1280x720 (HD) or 848x480
Recording Speed	30 Frames Per Second
Recording Format	MPEG-4, H.264 Codec, AVI Container
Lens Field of View	95 Degrees
Date and Time Stamp	GMT or Local Time. Embedded on Video
Wi-Fi	
Wi-Fi Protocol	802.11 G/N
Modes of Operation	Access Point (AP), Infrastructure (STA)
Security	Open, WEP, WPA-TKIP, WPA-AES, WPA2
Live Streaming	Yes
Smartphone Integration	Yes, iPhone, Android and Windows Phone
Audio	
Recording Format	PCM
Mute	Ability to Disable/Enable Audio Recording
Environmental Conditions	
Minimum Working Temperature	- 4° F (- 20° C)
Maximum Working Temperature	+ 122° F (+ 50° C)
Recommended Storage	+ 68° F (+ 20° C) < 75% Relative

LE4mini Detailed Specifications	
	Humidity
Water Ingress Testing	Waterproof, Non-Submersible (IP55)
Drop Testing	10' Onto Hard Surface
Battery	
Type	Lithium-Ion (Non-Removable)
Recording Life	3 Hours - SD
Standby Life	72 Hours *
Charge Cycles	500 Cycles > 75% Capacity *
Recharge Time from Empty	7 Hours
Storage	
Raw Storage Capacity	32 GB (Non-Removable)
Video Storage Capacity	12hr at SD Resolution, 6hr at HD Resolution
Design	
Dimensions (without clip)	2.1" x 3.3" x 1.1" (54mm x 83mm x 27mm)
Weight (without clip)	5.9 oz.
Certifications	
FCC Class B	Yes
CE 2004/108	Yes
RoHS	Yes
WEEE	Yes
Environment Testing	Water Ingress: IP55 (Non-Submersible)

C) Viewu Multi-Dock Station

Multi-Dock Detailed Specifications	
Camera Compatibility	
Cameras	10 x Viewu LE4 or LE4mini with adapter
Network Connection	1 x 10/100 RJ45
DHCP Support	Yes
Proxy Server Support	Yes
Power Requirements	
Connection (cable included)	1 x 11v 60Hz
Amerage	2a
Included Power Cable Length	6'
Dimensions	
Width	17" (19" with rack mounting flange)
Depth	12" (16" with power cable connected)
Height	6.5" (9.5" with LE4 camera and antenna)
Live Streaming	Yes
Mounting	
Rack Mounting	Standard 19" Server Rack Mounting
Rack Mounting Separation	7U
Weight	13lbs (17lbs with 10 LE4 cameras, antennas and clips)
Certifications	

FCC Class B	Yes
CE 2004/108	Yes
RoHS	Yes
WEEE	Yes

3.0 Video Management Solution

The Contractor will provide MDPD with full access to the Viewu Solution (VMS). The VMS will enable MDPD officers to securely upload recorded videos and documents directly from their laptops or docking stations to a hosted cloud-based evidence management system. The VMS's features included but is not limited to the following:

- Access to an unlimited amount of users to a cloud-based data storage solution with the capability of organizing/managing incidents and be accessible via the Internet to multiple users simultaneously with an up time of 99.9%.
- The VMS is scalable and flexible to handle changing needs of the County.
- The VMS provides enhanced user authentication with a unique username and password.
- The VMS allows for authorized users to be established based on various roles and permissions by the System Administrator.
- The VMS provides an automated method of transfer to move files from the BWC to storage system such as drop in docking station or wireless upload.
- The VMS allows for remote viewing of the stored video for non-technical MDPD staff as well as others based on the permissions granted by the System Administrator.
- The VMS allows authorized users to search by name, date, event, device, case/incident number, as well as categorize, add case numbers, notes, etc. to each file.
- The VMS includes robust security features such as a log/audit trail illustrating users who have viewed and copied video to an external source (i.e. DVD / long term storage)
- The VMS allows officers to link and attach metadata to recordings file prior to uploading.
- The VMS provides encryption in storage and transport, and provide security back-up of all data.
- The VMS allows for controlled access to evidence with pre-defined roles and permissions, predefined individuals and passwords.
- The VMS securely stores all recordings and documents in a way that only County authorized users and users authorized by MDPD can view.
- The VMS has the ability to grant access to specific files to specific persons for a specific time period (i.e. State Attorney's Office).
- The VMS has the ability to share files internally and externally via secure links over the internet.
- The VMS has the ability to set variable retention rules per MDPD preferences.
- The VMS has the ability to set time tables for automatic deletion of files based on a retention period.
- The VMS has the ability to allow automated redacting of files to include deleting certain portions of file (video or audio) and blurring out particular images within a video.
- The VMS has the ability to preserve the raw file without editing.
- The VMS provides security features that assured digital evidence will meet all standards for reliability in court.

- The VMS ensures that all data is replicated to two separate datacenters that are more than 500 miles geographically separated providing uninterrupted access during disaster events.
- The VMS shall include an inventory of all devices provided to MDPD, by serial number, make, and model. This inventory shall allow MDPD to assign an officer (if applicable) to each device and shall be searchable by officer or serial number.
- The VMS shall include integration with the County's Active Directory to provide synchronization.

4.0 Start of Implementation

Implementation of the Service(s) will start within ten (10) business days from the Effective Date of the executed contract.

5.0 Project Organization and Staffing

The Contractor will provide an experienced implementation team to include a Project Manager, Technical Support Team, and a Training Support Team. The size of the team is dependent on the number of BWCs to be deployed in a single phase, but generally one Project Manager, two Technical Support Team members, and two Training Support Team members will be assigned.

6.0 Delivery of Equipment and Accessories

The Contractor will deliver the equipment and accessories required in conjunction with this Statement of Work based on phased intervals. The initial delivery shall be for 125 BWCs and 25 Multi-dock Stations, and shall take place within 10 business days after the date of the executed contract. The second delivery shall be for 125 BWCs and 10 Multi-dock Stations, and shall take place within 30 calendar days after the date of the executed contract with 25 spare BWCs and 2 Multi-dock Stations to follow, shipped separately. The third delivery shall be for 250 BWCs and 25 Multi-dock Stations, and shall take place within 45 calendar days from the date of the first delivery with 25 spare BWCs and 2 Multi-dock Stations to follow, shipped separately. All subsequent deliveries shall be for 250 BWCs and 25 Multi-dock Stations, and will occur at an interval of no more than 45 calendar days and will include a separate delivery of 25 spare BWCs and 2 Multi-dock Stations, shipped separately; until such time as the total number of BWCs and Multi-dock Stations is received. All equipment shall be delivered to the address listed below:

Miami-Dade Police Department Headquarters
Attn: Captain Gustavo Duarte
9105 NW 25th St.
Room 2180
Doral FL, 33172

7.0 Implementation Strategy

The Contractor understands that delivery will include the successful deployment of an initial 1,500 BWCs at several District Stations throughout Miami-Dade County in the initial deployment. The implementation timeline is outlined in Attachment C.

The Contractor will provide up to four primary products: A) the LE4 BWC, B) the LE4mini BWC, C) Viewu Multi-Dock Station and D) the Viewu Solution fully hosted evidence management solution. MDPD will notify the Contractor prior to each shipment of the type of BWC (i.e. LE4 or LE4 mini) that it requires. Adequate

time must be taken to ensure proper usage policy development, training, addressing issues as they arise, and officer education. A description of the body worn camera project implementation plan can be found below.

1) **Usage Training-- (One week duration)**

- a. Upon request, the Contractor will provide background information and sample policies relating to the Contractor's experience in implementing BWCs in other public law enforcement agencies.
- b. The Contractor will incorporate any MDPD policies and procedures into training documents to be presented within each district when cameras are implemented

Key Deliverables: Associated training materials.

2) **Assess District Station's Network Infrastructure – Simultaneous with Usage Training development – (One week duration)**

- a. The County will assess the network infrastructure within each district to determine the internet bandwidth and other hardware available to facilitate the transfer of video. The Contractor shall provide the County with associated network specifications and technical whitepapers and shall assist the County with any questions encountered during the assessment. This also allows locations that require remediation to place work orders and begin upgrades in advance of the deployment.

Key Deliverables: Network specifications and technical whitepapers.

3) **VMS Implementation (One week duration)**

The Contractor will assist MDPD in the setup and configuration of the VMS to include but not be limited to the following:

- a. Configuration of camera settings in accordance to MDPD's requirements.
- b. Configuration of video categories.
- c. Configuration of retention values.
- d. Configuration of office locations.
- e. Configuration of IP restrictions.
- f. Download, installation, and configuration of the Viewu Solution Connector on all computers required by MDPD.
- g. Configuration of roles and their security rights.
- h. Addition of MDPD users who will have access to the VMS using Active Directory synchronization.

- i. Testing of all VMS modules and functionality.

Key Deliverables: The VMS will be fully configured to meet MDPD's requirements and all modules tested and working. To ensure that all modules within the VMS are functioning properly, MDPD will complete the VMS Testing Checklist including in the Deliverable Acceptance Forms (Attachment D) during this testing phase.

4) **Train the Trainer Session(s) – (One week duration)**

- a. The Contractor host's a "train the trainer" session(s) for MDPD-appointed trainees, including representatives from other local agencies such as prosecutor offices as further detailed in Section 9.0.

Key Deliverables: 40+ designees ready to train officers/others within their districts, deploy cameras, and administer the storage system.

5) **System Administrator Training Session(s) – (One week duration)**

- a. The Contractor host's a "System Administrator" training session(s) for MDPD appointed System Administrators as further detailed in Section 9.0.

Key Deliverables: Up to 20 designees trained and certified as Viewu Certified Body Camera System Administrators.

6) **Automated Video Redaction Module Training Session(s) – (One week duration)**

- a. The Contractor host's an "Automated Video Redaction Module Training" session(s) for MDPD's appointed Redaction Team as further detailed in Section 9.0.

Key Deliverables: Up to 30 designees fully trained in the Automated Video Redaction.

7) **Midwest District Deployment – (One month duration)**

- a. The County will implement agreed network infrastructure upgrades as required by the Contractor's network specifications and technical whitepapers.
- b. The Contractor will work with MDPD to install Viewu Solution Connector on the computers of all officers and administrator at Midwest District who require it.
- c. The Contractor will provide dedicated support designated to specifically assist the County during deployment.
- d. The Contractor will work with MDPD to assign each camera to an individual officer and create login credentials for that officer using Active Directory synchronization.
- e. Configuration of IP restrictions.

- f. The Contractor will provide support and training materials to MDPD's designated trainers.
- g. The Contractor host's an "Officer camera use and data uploading training" in collaboration with Midwest District Station Supervisors.
- h. The Contractor shall be on-site to assist in deploying cameras one shift at a time to allow for individualized attention to officers, and provide any necessary troubleshooting.
- i. Assess Midwest District deployment
 - i. The Contractor will collect feedback from administrators and officers who were assigned BWCs to understand unique MDPD requirements that were not specifically addressed during training.
 - ii. The Contractor will partner with storage system administrators to audit camera usage levels to help drive compliance with department policies.
 - iii. The Contractor will follow-up and assist in the resolution of any challenges or issues.
 - iv. The Contractor will revise training materials to incorporate MDPD specific changes that were discovered during the assessment.
 - v. The Contractor will resolve any issues within the VMS that were found during the testing phase.

Key Deliverables: Successful deployment of all BWCs and the VMS at the Midwest District Station.

8) **Northside District Deployment – (One month duration)**

- a. The County will implement agreed network infrastructure upgrades as required by the Contractor's network specifications and technical whitepapers.
- b. The Contractor will work with MDPD to install Viewu Solution Connector on the computers of all officers and administrator at Northside District who require it.
- c. The Contractor will provide dedicated support designated to specifically assist the County during deployment.
- d. The Contractor will work with MDPD to assign each camera to an individual officer and create login credentials for that officer using Active Directory synchronization.
- e. Configuration of IP restrictions.
- f. The Contractor will provide support and training materials to MDPD's designated trainers

- g. The Contractor host's an "Officer camera use and data uploading training" in collaboration with Northside District Station Supervisors.
- h. The Contractor shall be on-site to assist in deploying cameras one shift at a time to allow for individualized attention to officers, and provide any necessary troubleshooting.
- i. Assess Northside District deployment
 - i. The Contractor will collect feedback from administrators and officers who were assigned BWCs to understand unique MDPD requirements that were not specifically addressed during training.
 - ii. The Contractor will partner with storage system administrators to audit camera usage levels to help drive compliance with department policies.
 - iii. The Contractor will follow-up and assist in the resolution of any challenges or issues.
 - iv. The Contractor will revise training materials to incorporate MDPD specific changes that were discovered during the assessment.
 - v. The Contractor will resolve any issues within the VMS that were found during the testing phase.

Key Deliverables: Successful deployment of all BWCs and the VMS at the Northside District Station.

9) **South District Deployment – One month duration**

- a. The County will implement agreed network infrastructure upgrades as required by the Contractor's network specifications and technical whitepapers.
- b. The Contractor will work with MDPD to install Viewu Solution Connector on the computers of all officers and administrator at South District who require it.
- c. The Contractor will provide dedicated support designated to specifically assist the County during deployment.
- d. The Contractor will work with MDPD to assign each camera to an individual officer and create login credentials for that officer using Active Directory synchronization.
- e. Configuration of IP restrictions.
- f. The Contractor will provide support and training materials to MDPD's designated trainers.
- g. The Contractor host's an "Officer camera use and data uploading training" in collaboration with South District Station Supervisors.
- h. The Contractor shall be on-site to assist in deploying cameras one shift at a time to allow for individualized attention to officers, and provide any necessary troubleshooting.

- i. Assess South District deployment
 - vi. The Contractor will collect feedback from administrators and officers who were assigned BWCs to understand unique MDPD requirements that were not specifically addressed during training.
 - vii. The Contractor will partner with storage system administrators to audit camera usage levels to help drive compliance with department policies.
 - viii. The Contractor will follow-up and assist in the resolution of any challenges or issues.
 - ix. The Contractor will revise training materials to incorporate MDPD specific changes that were discovered during the assessment.
 - x. The Contractor will resolve any issues within the VMS that were found during the testing phase.

Key Deliverables: Successful deployment of all BWCs and the VMS at the South District Station.

10) **Intracoastal District Deployment – One month duration**

- a. The County will implement agreed network infrastructure upgrades as required by the Contractor's network specifications and technical whitepapers.
- b. The Contractor will work with MDPD to install Viewu Solution Connector on the computers of all officers and administrator at Intracoastal District who require it.
- c. The Contractor will provide dedicated support designated to specifically assist the County during deployment.
- d. The Contractor will work with MDPD to assign each camera to an individual officer and create login credentials for that officer using Active Directory synchronization.
- e. Configuration of IP restrictions.
- f. The Contractor will provide support and training materials to MDPD's designated trainers.
- g. The Contractor host's an "Officer camera use and data uploading training" in collaboration with Intracoastal District Station Supervisors.
- h. The Contractor shall be on-site to assist in deploying cameras one shift at a time to allow for individualized attention to officers, and provide any necessary troubleshooting.
- i. Assess Intracoastal District deployment
 - i. The Contractor will collect feedback from administrators and officers who were assigned BWCs to understand unique MDPD requirements that were not specifically addressed during training.

- ii. The Contractor will partner with storage system administrators to audit camera usage levels to help drive compliance with department policies.
- iii. The Contractor will follow-up and assist in the resolution of any challenges or issues.
- iv. The Contractor will revise training materials to incorporate MDPD specific changes that were discovered during the assessment.
- v. The Contractor will resolve any issues within the VMS that were found during the testing phase.

Key Deliverables: Successful deployment of all BWCs and the VMS at the Intracoastal District Station.

11) **Northwest District Deployment – One month duration**

- a. The County will implement agreed network infrastructure upgrades as required by the Contractor's network specifications and technical whitepapers.
- b. The Contractor will work with MDPD to install Viewu Solution Connector on the computers of all officers and administrator at Northwest District who require it.
- c. The Contractor will provide dedicated support designated to specifically assist the County during deployment.
- d. The Contractor will work with MDPD to assign each camera to an individual officer and create login credentials for that officer using Active Directory synchronization.
- e. Configuration of IP restrictions.
- f. The Contractor will provide support and training materials to MDPD's designated trainers.
- g. The Contractor host's an "Officer camera use and data uploading training" in collaboration with Northwest District Station Supervisors.
- h. The Contractor shall be on-site to assist in deploying cameras one shift at a time to allow for individualized attention to officers, and provide any necessary troubleshooting.
- i. Assess Northwest District deployment
 - i. The Contractor will collect feedback from administrators and officers who were assigned BWCs to understand unique MDPD requirements that were not specifically addressed during training.
 - ii. The Contractor will partner with storage system administrators to audit camera usage levels to help drive compliance with department policies.
 - iii. The Contractor will follow-up and assist in the resolution of any challenges or issues.
 - iv. The Contractor will revise training materials to incorporate MDPD specific changes that were discovered during the assessment.

- v. The Contractor will resolve any issues within the VMS that were found during the testing phase.

Key Deliverables: Successful deployment of all BWCs and the VMS at the Northwest District Station.

12) **Hammocks District Deployment – One month duration**

- a. The County will implement agreed network infrastructure upgrades as required by the Contractor's network specifications and technical whitepapers.
- b. The Contractor will work with MDPD to install Viewu Solution Connector on the computers of all officers and administrator at Hammocks District who require it.
- c. The Contractor will provide dedicated support designated to specifically assist the County during deployment.
- d. The Contractor will work with MDPD to assign each camera to an individual officer and create login credentials for that officer using Active Directory synchronization.
- e. Configuration of IP restrictions.
- f. The Contractor will provide support and training materials to MDPD's designated trainers.
- g. The Contractor host's an "Officer camera use and data uploading training" in collaboration with Hammocks District Station Supervisors.
- h. The Contractor shall be on-site to assist in deploying cameras one shift at a time to allow for individualized attention to officers, and provide any necessary troubleshooting.
- i. Assess Hammocks District deployment
 - i. The Contractor will collect feedback from administrators and officers who were assigned BWCs to understand unique MDPD requirements that were not specifically addressed during training.
 - ii. The Contractor will partner with storage system administrators to audit camera usage levels to help drive compliance with department policies.
 - iii. The Contractor will follow-up and assist in the resolution of any challenges or issues.
 - iv. The Contractor will revise training materials to incorporate MDPD specific changes that were discovered during the assessment.
 - v. The Contractor will resolve any issues within the VMS that were found during the testing phase.

Key Deliverables: Successful deployment of all BWCs and the VMS at the Hammocks District Station.

13) **Kendall District Deployment – One month duration**

- a. The County will implement agreed network infrastructure upgrades as required by the Contractor's network specifications and technical whitepapers.
- b. The Contractor will work with MDPD to install Viewu Solution Connector on the computers of all officers and administrator at Kendall District who require it.
- c. The Contractor will provide dedicated support designated to specifically assist the County during deployment.
- d. The Contractor will work with MDPD to assign each camera to an individual officer and create login credentials for that officer using Active Directory synchronization.
- e. Configuration of IP restrictions.
- f. The Contractor will provide support and training materials to MDPD's designated trainers.
- g. The Contractor host's an "Officer camera use and data uploading training" in collaboration with Kendall District Station Supervisors.
- h. The Contractor shall be on-site to assist in deploying cameras one shift at a time to allow for individualized attention to officers, and provide any necessary troubleshooting.
- i. Assess Kendall District deployment
 - i. The Contractor will collect feedback from administrators and officers who were assigned BWCs to understand unique MDPD requirements that were not specifically addressed during training.
 - ii. The Contractor will partner with storage system administrators to audit camera usage levels to help drive compliance with department policies.
 - iii. The Contractor will follow-up and assist in the resolution of any challenges or issues.
 - iv. The Contractor will revise training materials to incorporate MDPD specific changes that were discovered during the assessment.
 - v. The Contractor will resolve any issues within the VMS that were found during the testing phase.

Key Deliverables: Successful deployment of all BWCs and the VMS at the Kendall District Station.

14) **Special Patrol Bureau and Police Operations Deployment – One month duration**

- a. The County will implement agreed network infrastructure upgrades as required by the Contractor's network specifications and technical whitepapers.

- b. The Contractor will work with MDPD to install Viewu Solution Connector on the computers of all officers and administrator at the Special Patrol Bureau and Police Operations who require it.
- c. The Contractor will provide dedicated support designated to specifically assist the County during deployment.
- d. The Contractor will work with MDPD to assign each camera to an individual officer and create login credentials for that officer using Active Directory synchronization.
- e. Configuration of IP restrictions.
- f. The Contractor will provide support and training materials to MDPD's designated trainers.
- g. The Contractor host's an "Officer camera use and data uploading training" in collaboration with Special Patrol Bureau and Police Operations Supervisors.
- h. The Contractor shall be on-site to assist in deploying cameras one shift at a time to allow for individualized attention to officers, and provide any necessary troubleshooting.
- i. Assess Special Patrol Bureau and Police Operations deployment
 - i. The Contractor will collect feedback from administrators and officers who were assigned BWCs to understand unique MDPD requirements that were not specifically addressed during training.
 - ii. The Contractor will partner with storage system administrators to audit camera usage levels to help drive compliance with department policies.
 - iii. The Contractor will follow-up and assist in the resolution of any challenges or issues.
 - iv. The Contractor will revise training materials to incorporate MDPD specific changes that were discovered during the assessment.
 - v. The Contractor will resolve any issues within the VMS that were found during the testing phase.

Key Deliverables: Successful deployment of all BWCs and the VMS at the Special Patrol Bureau and Police Operations.

15) **RID and Seaport Operations Deployment – One month duration**

- a. The County will implement agreed network infrastructure upgrades as required by the Contractor's network specifications and technical whitepapers.
- b. The Contractor will work with MDPD to install Viewu Solution Connector on the computers of all officers and administrator at the RID and Seaport Operations who require it.
- c. The Contractor will provide dedicated support designated to specifically assist the County during deployment.

- d. The Contractor will work with MDPD to assign each camera to an individual officer and create login credentials for that officer using Active Directory synchronization.
- e. Configuration of IP restrictions.
- f. The Contractor will provide support and training materials to MDPD's designated trainers.
- g. The Contractor host's an "Officer camera use and data uploading training" in collaboration with RID and Seaport Operations Supervisors.
- h. The Contractor shall be on-site to assist in deploying cameras one shift at a time to allow for individualized attention to officers, and provide any necessary troubleshooting.
- i. Assess RID and Seaport Operations deployment
 - i. The Contractor will collect feedback from administrators and officers who were assigned BWCs to understand unique MDPD requirements that were not specifically addressed during training.
 - ii. The Contractor will partner with storage system administrators to audit camera usage levels to help drive compliance with department policies.
 - iii. The Contractor will follow-up and assist in the resolution of any challenges or issues.
 - iv. The Contractor will revise training materials to incorporate MDPD specific changes that were discovered during the assessment.
 - v. The Contractor will resolve any issues within the VMS that were found during the testing phase.

Key Deliverables: Successful deployment of all BWCs and the VMS at the RID and Seaport Operations Section.

8.0 County's Responsibility During Implementation

MDPD Resources:

- a. MDPD will provide the resources described in this Statement of Work to insure a successful implementation of the BWC and VMS.
- b. MDPD will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the implementation.
- c. MDPD will be responsible for preparing the training facilities. The training facilities should include hardware comparable to laptops and/or computers that MDPD staff will use for access to the VMS.
- d. MDPD will make appropriate technical resources available to the Contractor.
- e. The Contractor will need assistance from MDPD to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

MDPD Infrastructure

- f. MDPD will have on-site I.T. Support staff at all times during implementation.
- g. MDPD will provide a secured stable power and Local Area Network (LAN) connection to each installed Multi-dock Station.
- h. MDPD is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all Multi-dock Stations to the VMS.
- i. The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.

Project Management and Risk Factors

- j. The project schedule is contingent upon the timely attainment of several external milestones that are outside of the control of the Contractor. Examples include but are not limited to the acquisition of hardware and the approval of requisite capital appropriation requests as required.
- k. This Statement of work includes services to determine the MDPD's requirements for only those items identified in this Statement of Work.

9.0 Training

The Contractor divides training into six categories:

- a. System Administrator
- b. Automated Video Redaction Module Training
- c. Train-the-Trainer
- d. Supervisor
- e. Officer Camera Use and Upload
- f. Academy

Each of these training types varies in scope. The "System Administrator" training will be performed by the Contractor's staff directly to those individuals responsible for administering the system. The "Supervisor training" and the "Officer Camera Use and Upload" training will be conducted with a train-the-trainer approach where MDPD trainers will be assisted by the Contractor's personnel.

System Administrator Training

The Contractor will provide in-person interactive training to system administrators. This program can train as many administrators as MDPD deems necessary to the administration of the Body Worn Camera Program. This training ranges from the operation of the camera to the management of the users in the

system. Additionally, this training will equip administrators to export data from the system and use that data in other uses, whether for aggregated statistical reporting, usage analysis or others. Each administrator will need to be equipped with a laptop that uses the windows operating system and has two USB ports available. It is recommended that no more than 20 administrators attend each training session. This training will culminate in an exit exam for these administrators. Upon passing the exit exam at the end of this training, selected agency administrators will be certified as VIEVU Certified Body Camera System Administrators.

Attendees: Up to 20 MDPD appointed system administrators

Duration: 1 day of instruction

Format: Classroom based computer learning led by the Contractor's engineering and technology team experts

Typical Classroom Size: 20 attendees

Topics:

- System architecture and CJIS compliance
- Interface overview
- System capabilities and expectations
- User roles and permissions
- Integration into existing IT systems
- Firewall and other security component administration
- Additional features and functionality
- Video discovery and sharing
- Video controls and lockdown
- Implementing agency determined policy in the system
- District Attorney sharing and access, including possible limits
- File exports
- Usage monitoring and reporting
- Chain of custody and audit trail exports
- Basic troubleshooting

Automated Video Redaction Module Training

The Contractor will provide in-person interactive training to the MDPD Redaction Team. This program can train as many redaction administrators as MDPD deems necessary for the Body Worn Camera Program. This training will be very focused on the operation of the capabilities of the redaction module. The MDPD BWC policy will be taken into account in regards to this training. Additionally, this training will equip administrators to share and manage redacted videos with approved entities. Each administrator will need to be equipped with a laptop that uses the windows operating system and has two USB ports available. It is recommended that no more than 15 administrators attend this training session at one time. This training will culminate in an exit exam for these administrators. This training will be conducted in multiple sessions to accommodate MDPD staff.

Attendees: 30 MDPD appointed redaction administrators

Duration: 4 hours of instruction

Format: Classroom based computer learning led by the Contractor's engineering and technology team experts

Typical Classroom Size: 15 attendees

Topics:

- Automated facial redaction
- Multi-face redaction
- Object redaction
- Unredaction of selected faces
- Full body redaction
- Manual redaction
- Audio redaction
- Download and sharing capabilities
- Discussion of what to redact and who to share with in regards to MDPD policy

Train-the-Trainer Training

The Contractor will provide in-person interactive training to staff designated by MDPD as in-house trainers. These staff will become the first "go-to" resource for camera questions during their shift at their precinct. These training supervisors will also be capable of being camera advocates.

Attendees: 40+ MDPD staff members, divided into 2 trainings

Duration: 4 hours

Format: classroom based computer learning led by former law-enforcement or similar trainers

Typical Classroom Size: 20 attendees

Topics:

- Assigning a camera to an officer (optional depending on agency policy)
- Video recording
- Camera positioning and operation
- Pairing camera with mobile device and other accessories
- Downloading from camera to storage system
- Reviewing footage from other officers
- Editing metadata attached to footage
- Searching for and locating footage within system
- Locking down video to restrict access
- Sharing video footage with District Attorney's office and other entities
- Capturing a screenshot from footage
- Delete video (if agency policy allows)
- Create cases, add files and videos to cases

- Share anecdotes of careers saved due to use of body camera

Supervisor/Professional Compliance Bureau Training

The general Supervisor Training will be conducted by MDPD Supervisors who attended the Train-the-Trainer. The Supervisor Training for Professional Compliance Bureau will be conducted by the Contractor. As a result of this training, MDPD Supervisor's will be capable of assigning cameras, reviewing footage, and other activities in line with MDPD's policy. Supervisors will also become familiar enough with the BWC and VMS to ensure the officers under their supervision are using the BWCs in line with MDPD policy and best practices.

Attendees: All supervisor(s) per shift within each District immediately prior to that District deploying BWCs / 60+ Professional Compliance Bureau staff, divided into 2 sessions.

Duration: 4 hours – may require several repeats within each District in order to avoid occupying all supervisors within a District simultaneously.

Format: In-District active live learning on equipment intended for regular use. Led by "Trainer Supervisor" within a shift and assisted by the Contractor's personnel.

Typical Classroom Size: 30 attendees

Topics:

- Assigning a camera to an officer (optional depending on agency policy)
- Video recording
- Camera positioning and operation
- Pairing camera with mobile device and other accessories
- Downloading from camera to storage system
- Reviewing footage from other officers
- Editing metadata attached to footage
- Searching for and locating footage within system
- Locking down video to restrict access
- Sharing video footage with District Attorney's office and other entities
- Capturing a screenshot from footage
- Delete video (if agency policy allows)
- Create cases, add files and videos to cases
- Share anecdotes of careers saved due to use of body camera

Officer Camera Use and Data Upload Training

The Contractor will provide in-person interactive training to prepare officers at the Midwest District implementation for BWC deployment and issue BWC's. This training will be conducted prior to an officers shift to the BWC is functioning and able to upload into the VMS. Officers will be trained on how to add metadata to footage and on utilizing best practices of BWC in line with MDPD Policy. Officers will be trained on how to upload footage and charge cameras as and will also be provided with a demonstration of the various accessories and mounting options available to them. Future implementations will be conducted by MDPD Trainers that have attended the Train the Trainer Session.

Topics:

- Video recording
- Camera positioning and operation
- Pairing camera with mobile device and other accessories
- Downloading from camera to storage system
- Editing metadata attached to footage
- Locking down video to restrict access
- Share anecdotes of careers saved due to use of body camera

Academy Training

The Contractor will provide one time in-person interactive training to Police Academy Instructors to enable the Police Academy to prepare for future generations of officers in the use of BWCs and associated technology. The exact nature of the training is subject to the discretion of the Police Academy. Policies and procedures would be the responsibility of MDPD staff, but the initial training for Police Academy Instructors in the use of the BWCs and VMS would be provided by the Contractor.

10.0 Change Control

During the implementation, any work that is required to be performed over and above the work stated in this Statement of Work, will be performed following mutual agreement between MDPD and the Contractor. MDPD may request additional work over and above the work stated in this Statement of Work, using the Change Request Form (Attachment E), provided that it is signed by an authorized representative of MDPD and the Contractor.

11.0 Acceptance Testing

The MDPD will conduct Acceptance Testing for a period up to of 30 calendar days following each district implementation. Following a successful Acceptance Test, the County will provide written sign-off on the Deliverable Acceptance Form to constitute Acceptance.

The escalation process outlined in Section 13.0 shall apply during Acceptance Testing.

12.0 Final Acceptance

Final Acceptance will be granted upon completion of all milestones and deliverables as outlined in this Statement of Work. Final Acceptance cannot occur until all Deliverable Acceptance Forms (Attachment D) have been reviewed, formally accepted, and signed by both MDPD and the Contractor. The completion of all Deliverable Acceptance Forms constitutes Final Acceptance and full acknowledgement by MDPD of a successful implementation. The first payment shall be invoiced on or about the date of Final Acceptance in accordance with the Payment Schedule (Attachment B). MDPD will not make any payments prior to Final Acceptance being granted.

13.0 Maintenance and Support

The Contractor provides technical support services available, on a toll free basis, 24 hours a day, 7 days a week, during the entire contract period. When a problem arises from 10AM to 8PM Eastern Standard Time,

Monday through Friday, not including holidays, MDPD will contact the Contractor's technical support team by phone at 1-888-285-4548 or email at support@vievu.com for Severity Level 3 and 4 incidents and provide detailed information about the problem. When a problem arises outside of the hours of 10AM to 8PM, during holidays, or for Severity Level 1 and 2 incidents, the Contractor shall provide a dedicated phone number and email address for MDPD to contact and provide detailed information about the problem. The Contractor will provide on-site technical support when required. This on-site support may be requested when it is determined the problem cannot be corrected by telephone support.

The escalation process is outlined below:

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the System is in a non-responsive state and severely affects Users' productivity or operations. A high impact problem which affects the Users.	One (1) Hour	Four (4) Hours	One (1) Hour
2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	Two (2) Hours	Eight (8) Hours	Two (2) Hours
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	4 hours	Seventy two (72) Hours	Four (4) Hours
4=Minor	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch.	24 hours	One (1) Month for an acceptable work around until final resolution	Weekly Status Call

14.0 VMS Updates

Contractor shall notify the County in writing via email in advance of any updates to the VMS (with the exception of the VIEVU Solution Connector), unless such update is in response to a security vulnerability. The emails shall be provided to the Technical Contact listed in Article 13. No updates will impact security features that have been configured by the County.

15.0 BWC On-site Inventory

In response to MDPD's need for on-site inventory, the Contractor will provide MDPD with a customized spares program. Upon execution of the Agreement, the Contractor will provide MDPD with the following:

- a) Spare stock for BWCs and Multi-Dock Station will be equal to 10% of active BWCs and Multi-Dock Stations deployed. Spare stock for accessories will be equal to a minimum of 3%.
- b) Stock will be available to MDPD at all times.
- c) The Contractor will have three (3) working days to replenish requested stock upon notification of the MDPD.
- d) All units will be maintained by MDPD for use as immediate replacements, when needed.
- e) Spare stock cannot be refurbished.
- g) Equipment stock to include BWCs, docking stations, and other pertinent accessories.
- h) MDPD will be responsible for providing immediate substitutions to participants from the stockpile.
- i) Request for expedited delivery will be accommodated at the expense of MDPD on an as needed, when needed basis.

The Contractor will refresh these spare stock as each device reaches the end of its relevancy within the Contractor's product roadmap. At the time of transition to a newer product, the Contractor will provide MDPD a new shipment, consistent with the totals, as listed above. Quantities in on-site inventory will be adjusted as needed by mutual agreement between MDPD and the Contractor.

16.0 Lost or Stolen Equipment

The Contractor will be responsible for a maximum of 10% of lost or stolen equipment per calendar year for all active devices deployed. (i.e 150 BWCs per year per 1,500 BWCs deployed) All other equipment lost or stolen above the 10% will be paid at the expense of MDPD.

17.0 Emergency Response

The Contractor will provide MDPD with a maximum of one-hundred (100) BWC devices upon the declaration of an emergency. These devices will be used for deployment during natural disasters and/or periods of emergency, as declared by State and local emergency preparedness agencies. The Contractor will provide, at no additional cost, active BWCs upon written County request within 48 hours of such request. The devices provided hereunder will be returned to the Contractor at termination of the emergency period in good working condition, ordinary wear and tear accepted. Lost or damaged devices shall be billed to MDPD, at full replacement value, established at the time of delivery. In the event that the County is unable to wait for 48 hours for delivery, the County shall be allowed to use the Spare Stock Inventory to fulfill this need. After the emergency period, any BWCs used shall be returned to the Spare Stock.

MDPD reserves the right to extend this provision to cover other major county events and special needs, such as for County-wide elections or Convention events where there are expressed Public Safety considerations.

18.0 Technology Refresh Process

The Contractor agrees to replace, at no cost to MDPD, all provided BWCs and Multi-dock Stations with new BWCs and Multi-dock Stations as part of a Technology Refresh Process. The first Technology Refresh will begin on the first day of the thirtieth (30) month following Contract Execution. Upon written approval from the County stating its desire to exercise the first Option-to-Renew, the second Technology Refresh will begin on first day of the sixtieth (60) month following Contract Execution. This Technology Refresh Process will continue in thirty (30) month cycles through the end of the Contract, including any extensions or any renewals approved by the County. The Technology Refresh Process will match the pace and locations of the initial implementation. Once the new BWCs and Multi-dock Stations have entered service, MDPD will send the old BWCs and Multi-dock Stations back to the Contractor via pre-paid shipping labels to be provided by the Contractor at an address that will be provided at that time. If the new BWCs are the same model as the BWCs currently deployed by MDPD, the Contractor will not replace the current Multi-Dock Stations. In the event that a new BWC is released that is not compatible with the Multi-Dock Stations currently provided to MDPD, the Multi-Dock Stations will be replaced with a compatible one as part of the Technology Refresh Process, at no cost to the County.

19.0 Response to Public Records Request

At the request of the County, the Contractor shall collect data, videos and other records stored in the VMS that are responsive to public records requests directed to the County pursuant to Florida Statutes Chapter 119. In collecting public records on behalf of and at the request of the County, the Contractor shall comply with all the requirements set forth in Florida law including those set forth in Florida Statutes Chapter 119. The Contractor shall not charge the County for its services in complying with the public records requests in excess of the costs the County may charge to members of the public under Florida Statutes Chapter 119 for such services. The Contractor shall submit the records it has collected to the County and the County retains the sole right and discretion of determining what records shall be produced in response to public records request directed to the County.

ATTACHMENT B

PAYMENT SCHEDULE

ATTACHMENT B: PAYMENT SCHEDULE

A. PAYMENT SCHEDULE FOR INITIAL FIVE YEAR TERM:

DESCRIPTION	TOTAL AMOUNT DUE
First Monthly Payment – To be invoiced on or about the date of Final Acceptance	\$97,500
Multi-dock Station Payment – Includes 160 Multi-dock Stations. To be invoiced on or about the date of Final Acceptance	\$216,000
Recurring Monthly Payments - To be invoiced monthly in advance through the end of the 60 month term	\$97,500

B. PRICE BREAKDOWN

PRICE BREAKDOWN FOR INITIAL IMPLEMENTATION			
Description	Unit Price	Qty	Total Price
Body Worn Cameras, Including 750 GB of Storage, Software License, Hosting, Storage, Warranty, Technology Refresh, Spare Stock Inventory, Emergency Stock, Escrow Fees, Maintenance and Technical Support Services	\$65.00 per Month	1,500	\$97,500
Multi-Dock Stations	\$1,350	160	\$216,000
Car Kits	\$ 0.00	1,000	\$ 0.00
Automated Video Redaction Licenses	\$ 0.00	30	\$ 0.00

C. OPTIONAL YEARS TO RENEW

DESCRIPTION	MONTHLY FEE	EXTENDED TOTAL
OTR 1 – Hardware Warranty, Software License, Hosting, Storage, Software Escrow Fees, Maintenance and Technical Support Services (Years 6, 7, 8, 9 & 10)	\$ 97,500	\$ 5,850,000
OTR 2 – Hardware Warranty, Software License, Hosting, Storage, Software Escrow Fees, Maintenance and Technical Support Services (Years 10, 11, 12, 13, & 14)	\$ 97,500	\$ 5,850,000
OTR 3 – Hardware Warranty, Software License, Hosting, Storage, Software Escrow Fees, Maintenance and Technical Support Services (Years 16, 17, 18, 19 & 20)	\$ 97,500	\$ 5,850,000

D. OPTIONAL PRODUCTS AND SERVICES

ITEM	SKU #	ITEM DESCRIPTION	UNIT PRICE
Additional Body Worn Camera	186 – LE4	Additional Body Worn Camera, inclusive of Software License, Hosting, Storage, Warranty, Maintenance and Technical Support Services	\$65.00 Per Month
	198 – LE4 Minit		
Cradle	141	A durable plastic fixture for easily connection a BWC for downloading or charging.	\$39.99
Multi-Dock	169	Provides fully automated download of video, camera check out process and recharge of cameras. Supports up to 10 BWC's.	\$1,350.00
Car Kit	28	A suction cup that easily attaches to a window and can swivel to allow recording inside and outside the vehicle. Includes suction cup and 12V car adapter.	\$39.99
Download Cable	34	USB cable for downloading video from a BWC.	\$32.00
External Battery Pack USB Cable	33	Cable to connect BWC to an external battery pack. Cable cannot be used for downloading video.	\$10.00
Spring Clip	29	Clip to attach a BWC to clothing.	\$5.00
Pin Clip	30	Clip to attach a BWC to clothing	\$5.00
Clip Screws	37	Screw used to secure the clip to a BWC. Sold in pack of 5.	\$2.00
Lanyard	101	Black lanyard to secure a BWC if it is dislodged from the user.	\$5.00
Additional Storage		Additional storage space beyond the storage outlined in Article 11 of the Agreement	\$0.125 per GB
Automated Redaction Module License Fee		Redaction Module Single License	\$399 per month per license

ATTACHMENT C

IMPLEMENTATION TIMELINE

IMPLEMENTATION TIMELINE

WEEK Due	Task	Deliverable	Responsible
1	Assessment of Network Infrastructure at District Stations	Finalize deployment dates contingent upon possible District infrastructure improvements	MDPD
2	Ship 1 st order of 125 BWC and 25 multi-dock stations	Hardware is shipped to MDPD Headquarters	Contractor
2	Usage Policy Training	Final usage policy and associated training materials.	Contractor
2	Receive 1st order of 125 BWC and 25 multi-dock stations	Hardware is received at MDPD Headquarters	MDPD
2	Inventory, install, charge, and label 1 st batch of BWCs	Multi-Dock stations are installed and tested. BWC's are charged and labeled	MDPD
2	VMS Implementation	Fully configured VMS in accordance to MDPD's requirements. Successful test of VMS modules and functionality.	Contractor
3	Training for the "train the trainers" – 4 per District, 2 each Motors, RID, POS, Seaport for a total of 40	All train the trainers fully trained.	Contractor
3	Train project administrators and redaction technicians	VMS Administrators and redaction technicians fully trained and certified	Contractor
3	Ship 2 nd order of 250 BWC and 25 multi-dock stations	Hardware is shipped to MDPD Headquarters	Contractor
Midwest District Deployment			
4	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon I	Viewu Solution Connector installed and tested.	Contractor and MDPD
4	Assign BWC to officers of Platoon I and create login credentials for all Midwest users to include all officers and administrators	All users at Midwest will receive a user ID and password, BWC will be assigned to Platoon 1	Contractor and MDPD
4	Officer camera use and data upload (Platoon I)	Platoon 1 fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor and MDPD
4	Issue BWC to Midwest District Platoon I personnel	BWC's issued to officers	Contractor and MDPD
4	Assessment of Midwest Deployment Platoon I	Platoon level deployment assessment	Contractor and MDPD
4	Receive 2nd order of 125 BWC and 10 multi-dock stations	Hardware is received at MDPD Headquarters	MDPD

IMPLEMENTATION TIMELINE

5	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon II	Viewu Solution Connector installed and tested.	Contractor and MDPD
5	Assign BWC to Platoon II	All users at Midwest will receive a user ID and password, BWC will be assigned to Platoon II	Contractor and MDPD
5	Officer camera use and data upload (Platoon II)	Platoon II fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
5	Issue BWC to Midwest District Platoon II and NRU personnel	BWC's issued to officers	Contractor and MDPD
5	Assessment of Midwest Deployment Platoon I and II	Platoon level deployment assessment	Contractor and MDPD
5	Ship 3rd order of 250 BWC and 25 multi-dock stations	Hardware is shipped to MDPD Headquarters	Contractor
6	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon III	Viewu Solution Connector installed and tested.	Contractor and MDPD
6	Assign BWC to Platoon III	All users at Midwest will receive a user ID and password, BWC will be assigned to Platoon III	Contractor and MDPD
6	Officer camera use and data upload (Platoon III)	Platoon III fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
6	Issue BWC to Midwest District Platoon III personnel	BWC's issued to officers	Contractor and MDPD
6	Receive 3rd order of 250 BWC and 25 multi-dock stations	Hardware is received at MDPD Headquarters	MDPD
6	Inventory, install, charge, and label batch of BWCs	Multi-Dock stations are installed and tested. BWC's are charged and labeled	Contractor and MDPD
7	Final Assessment of Midwest Deployment Platoon I, II, and III	Final assessment per VMS Implementation Checklist	Contractor and MDPD
Northside District Deployment			
7	Assign BWC to officers of Northside District Platoon I and create login credentials for all Northside users to include all officers and administrators	All users at Northside will receive a user ID and password, BWC will be assigned to Platoon 1	Contractor and MDPD
7	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon I	Viewu Solution Connector installed and tested.	Contractor and MDPD

IMPLEMENTATION TIMELINE

7	Officer camera use and data upload (Platoon I)	Platoon 1 fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
7	Issue BWC to Northside District Platoon I personnel	BWC's issued to officers	Contractor and MDPD
7	Assessment of Northside Deployment Platoon I	Platoon level deployment assessment	Contractor and MDPD
8	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon II	Viewu Solution Connector installed and tested.	Contractor and MDPD
8	Assign BWC to Platoon II	All users at Northside will receive a user ID and password, BWC will be assigned to Platoon II	Contractor and MDPD
8	Officer camera use and data upload (Platoon II)	Platoon II fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
8	Issue BWC to Northside District Platoon II personnel	BWC's issued to officers	Contractor and MDPD
8	Assessment of Northside Deployment Platoon I and II	Platoon level deployment assessment	Contractor and MDPD
9	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon III	Viewu Solution Connector installed and tested.	Contractor and MDPD
9	Assign BWC to Platoon III	All users at Northside will receive a user ID and password, BWC will be assigned to Platoon III	Contractor and MDPD
9	Officer camera use and data upload (Platoon III)	Platoon III fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
9	Issue BWC to Northside District Platoon III personnel	BWC's issued to officers	Contractor and MDPD
9	Final Assessment of Northside Deployment for Platoon I,II and III	Final assessment per VMS Implementation Checklist	Contractor and MDPD
9	Ship 4th order of 250 BWC and 25 multi-dock stations	Hardware is shipped to MDPD Headquarters	Contractor
South District Deployment			
10	Receive 4th order of 250 BWC and 25 multi-dock stations	Hardware is received at MDPD Headquarters	MDPD

IMPLEMENTATION TIMELINE

10	Inventory, install, charge, and label batch of BWCs	Multi-Dock stations are installed and tested. BWC's are charged and labeled	Contractor and MDPD
10	Assign BWC to officers of South District Platoon I and create login credentials for all South District users to include all officers and administrators	All users at South District will receive a user ID and password, BWC will be assigned to Platoon 1	Contractor and MDPD
10	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon I	Viewu Solution Connector installed and tested.	Contractor and MDPD
10	Officer camera use and data upload (Platoon I)	Platoon 1 fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
10	Issue BWC to South District Platoon I personnel	BWC's issued to officers	Contractor and MDPD
10	Assessment of South District Deployment Platoon I	Platoon level deployment assessment	Contractor and MDPD
11	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon II	Viewu Solution Connector installed and tested.	Contractor and MDPD
11	Assign BWC to Platoon II	All users at South District will receive a user ID and password, BWC will be assigned to Platoon II	Contractor and MDPD
11	Officer camera use and data upload (Platoon II)	Platoon II fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
11	Issue BWC to South District Platoon II personnel	BWC's issued to officers	Contractor and MDPD
11	Assessment of South District Deployment Platoon I and II	Platoon level deployment assessment	Contractor and MDPD
12	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon III	Viewu Solution Connector installed and tested.	Contractor and MDPD
12	Assign BWC to Platoon III	All users at South District will receive a user ID and password, BWC will be assigned to Platoon 1	
12	Officer camera use and data upload (Platoon III)	Platoon III fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor and MDPD
12	Issue BWC to South District Platoon III personnel	BWC's issued to officers	Contractor and MDPD
12	Final Assessment of South District Deployment for Platoon I, II and III	Final assessment per VMS Implementation Checklist	Contractor and MDPD

IMPLEMENTATION TIMELINE

13	Ship 5th order of 250 BWC and 25 multi-dock stations	Hardware is shipped to MDPD Headquarters	Contractor
Intracoastal District Deployment			
14	Receive 5th order of 250 BWC and 25 multi-dock stations	Hardware is received at MDPD Headquarters	MDPD
14	Inventory, install, charge, and label 3rd batch of BWCs	Multi-Dock stations are installed and tested. BWC's are charged and labeled	Contractor and MDPD
14	Assign BWC to officers of Intracoastal District Platoon I and create login credentials for all Intracoastal users to include all officers and administrators	All users at Intracoastal will receive a user ID and password, BWC will be assigned to Platoon 1	Contractor and MDPD
14	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon I	Viewu Solution Connector installed and tested.	Contractor and MDPD
14	Officer camera use and data upload (Platoon I)	Platoon 1 fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
14	Issue BWC to Intracoastal District Platoon I personnel	BWC's issued to officers	Contractor and MDPD
14	Assessment of Intracoastal Deployment Platoon I	Platoon level deployment assessment	Contractor and MDPD
15	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon II	Viewu Solution Connector installed and tested.	Contractor and MDPD
15	Assign BWC to Platoon II	All users at Intracoastal will receive a user ID and password, BWC will be assigned to Platoon II	Contractor and MDPD
15	Officer camera use and data upload (Platoon II)	Platoon II fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
15	Issue BWC to Intracoastal District Platoon II personnel	BWC's issued to officers	
15	Assessment of Intracoastal Deployment Platoon I and II	Platoon level deployment assessment	Contractor and MDPD
16	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon III	Viewu Solution Connector installed and tested.	Contractor and MDPD
16	Assign BWC to Platoon III	All users at Intracoastal will receive a user ID and password, BWC will be assigned to Platoon III	Contractor and MDPD

IMPLEMENTATION TIMELINE

16	Officer camera use and data upload (Platoon III)	Platoon III fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
16	Issue BWC to Intracoastal District Platoon III personnel	BWC's issued to officers	Contractor and MDPD
16	Final Assessment of Intracoastal Deployment for Platoon I,II and III	Final assessment per VMS Implementation Checklist	Contractor and MDPD
17	Ship 6th order of 250 BWC and 25 multi-dock stations	Hardware is shipped to MDPD Headquarters	Contractor
Northwest District Deployment			
18	Receive 6th order of 250 BWC and 25 multi-dock stations	Hardware is received at MDPD Headquarters	MDPD
18	Inventory, install, charge, and label 3rd batch of BWCs	Multi-Dock stations are installed and tested. BWC's are charged and labeled	Contractor and MDPD
18	Assign BWC to officers of Northwest District Platoon I and create login credentials for all Northwest users to include all officers and administrators	All users at Northwest District will receive a user ID and password, BWC will be assigned to Platoon 1	Contractor and MDPD
18	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon I	Viewu Solution Connector installed and tested.	Contractor and MDPD
18	Officer camera use and data upload (Platoon I)	Platoon 1 fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
18	Issue BWC to Northwest District Platoon I personnel	BWC's issued to officers	Contractor and MDPD
18	Assessment of Northwest Deployment Platoon I	Platoon level deployment assessment	Contractor and MDPD
19	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon II	Viewu Solution Connector installed and tested.	Contractor and MDPD
19	Assign BWC to Platoon II	All users at Northwest District will receive a user ID and password, BWC will be assigned to Platoon II	Contractor and MDPD
19	Officer camera use and data upload (Platoon II)	Platoon II fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
19	Issue BWC to Northwest District Platoon II personnel	BWC's issued to officers	Contractor and MDPD
19	Assessment of Northwest Deployment Platoon I and II	Platoon level deployment assessment	Contractor and MDPD

IMPLEMENTATION TIMELINE

20	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon III	Viewu Solution Connector installed and tested.	Contractor and MDPD
20	Assign BWC to Platoon III	All users at Northwest District will receive a user ID and password, BWC will be assigned to Platoon III	Contractor and MDPD
20	Officer camera use and data upload (Platoon III)	Platoon III fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
20	Issue BWC to Northwest District Platoon III personnel	BWC's issued to officers	Contractor and MDPD
20	Final Assessment of Northwest Deployment for Platoon I, II and III	Final assessment per VMS Implementation Checklist	Contractor and MDPD
21	Ship 7th order of 250 BWC and 25 multi-dock stations	Hardware is shipped to MDPD Headquarters	Contractor
Hammocks District Deployment			
22	Receive 7th order of 250 BWC and 25 multi-dock stations	Hardware is received at MDPD Headquarters	MDPD
22	Inventory, install, charge, and label 4th batch of BWCs	Multi-Dock stations are installed and tested. BWC's are charged and labeled	Contractor and MDPD
22	Assign BWC to officers of Hammocks District Platoon I and create login credentials for all Intracoastal users to include all officers and administrators	All users at Hammocks will receive a user ID and password, BWC will be assigned to Platoon 1	Contractor and MDPD
22	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon I	Viewu Solution Connector installed and tested.	Contractor and MDPD
22	Officer camera use and data upload (Platoon I)	Platoon 1 fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
22	Issue BWC to Hammocks District Platoon I personnel	BWC's issued to officers	Contractor and MDPD
22	Assessment of Hammocks Deployment Platoon I	Platoon level deployment assessment	Contractor and MDPD
23	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon II	Viewu Solution Connector installed and tested.	Contractor and MDPD
23	Assign BWC to Platoon II	All users at Hammocks will receive a user ID and password, BWC will be assigned to Platoon II	Contractor and MDPD

IMPLEMENTATION TIMELINE

23	Officer camera use and data upload (Platoon II)	Platoon II fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
23	Issue BWC to Hammocks District Platoon II personnel	BWC's issued to officers	Contractor and MDPD
23	Assessment of Hammocks Deployment Platoon I and II	Platoon level deployment assessment	Contractor and MDPD
24	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon III	Viewu Solution Connector installed and tested.	Contractor and MDPD
24	Assign BWC to Platoon III	All users at Hammocks will receive a user ID and password, BWC will be assigned to Platoon III	Contractor and MDPD
24	Officer camera use and data upload (Platoon III)	Platoon III fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
24	Issue BWC to Hammocks District Platoon III personnel	BWC's issued to officers	Contractor and MDPD
24	Final Assessment of Hammocks Deployment for Platoon I, II and III	Final assessment per VMS Implementation Checklist	Contractor and MDPD
Kendall District Deployment			
25	Assign BWC to officers of Kendall District Platoon I and create login credentials for all Kendall users to include all officers and administrators	All users at Kendall District will receive a user ID and password, BWC will be assigned to Platoon 1	Contractor and MDPD
25	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon I	Viewu Solution Connector installed and tested.	Contractor and MDPD
25	Officer camera use and data upload (Platoon I)	Platoon 1 fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
25	Issue BWC to Kendall District Platoon I personnel	BWC's issued to officers	Contractor and MDPD
25	Assessment of Kendall Deployment Platoon I	Platoon level deployment assessment	Contractor and MDPD
26	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon II	Viewu Solution Connector installed and tested.	Contractor and MDPD
26	Assign BWC to Platoon II	All users at Kendall District will receive a user ID and password, BWC will be assigned to Platoon II	Contractor and MDPD

IMPLEMENTATION TIMELINE

26	Officer camera use and data upload (Platoon II)	Platoon II fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
26	Issue BWC to Kendall District Platoon II personnel	BWC's issued to officers	Contractor and MDPD
26	Assessment of Kendall Deployment Platoon I and II	Platoon level deployment assessment	Contractor and MDPD
27	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon III	Viewu Solution Connector installed and tested.	Contractor and MDPD
27	Assign BWC to Platoon III	All users at Kendall District will receive a user ID and password, BWC will be assigned to Platoon III	Contractor and MDPD
27	Officer camera use and data upload (Platoon III)	Platoon III fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
27	Issue BWC to Kendall District Platoon III personnel	BWC's issued to officers	Contractor and MDPD
27	Final Assessment of Kendall Deployment for Platoon I,II and III	Final assessment per VMS Implementation Checklist	Contractor and MDPD
Special Patrol Bureau and Police Operations Section Deployment			
28	Assign BWC to officers of Special Patrol Bureau Motors and Police Operations Section day shift personnel and create login credentials for all Intra-coastal users to include all officers and administrators	All users at Special Patrol Bureau and Police Operations Section will receive a user ID and password, BWC will be assigned to Special Patrol Bureau Motors and Police Operations Section day shift personnel	Contractor and MDPD
28	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's of the Special Patrol Bureau Motors and Police Operations Section day shift personnel	Viewu Solution Connector installed and tested.	Contractor and MDPD
28	Officer camera use and data upload (Special Patrol Bureau Motors and Police Operations Section day shift personnel)	Special Patrol Bureau Motors and Police Operations Section day shift personnel fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor

IMPLEMENTATION TIMELINE

28	Issue BWC to Special Patrol Bureau Motors and Police Operations Section day shift personnel	BWC's issued to officers	Contractor and MDPD
28	Assessment of Special Patrol Bureau Motors and Police Operations Section day shift personnel's deployment	Platoon level deployment assessment	Contractor and MDPD
29	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Special Patrol Bureau DUI Squad and Police Operations Section afternoon and day shift personnel	Viewu Solution Connector installed and tested.	Contractor and MDPD
29	Assign BWC to Special Patrol Bureau DUI Squad and Police Operations Section afternoon and day shift personnel	All users at Special Patrol Bureau and Police Operations Section will receive a user ID and password, BWC will be assigned to Special Patrol Bureau DUI Squad and Police Operations Section afternoon and day shift personnel	Contractor and MDPD
29	Officer camera use and data upload (Special Patrol Bureau DUI Squad and Police Operations Section afternoon and day shift personnel)	Special Patrol Bureau DUI Squad and Police Operations Section afternoon and day shift personnel fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
29	Issue BWC to Special Patrol Bureau DUI Squad and Police Operations Section afternoon and day shift personnel	BWC's issued to officers	Contractor and MDPD
29	Assessment Special Patrol Bureau and Police Operations deployment	Final assessment per VMS Implementation Checklist	Contractor and MDPD
RID and Seaport Operations Deployment			
30	Assign BWC to officers of RID day shift and Seaport Operations afternoon and day shift personnel and create login credentials for all RID and Seaport Operations users to include all officers and administrators	All users at RID and Seaport Operations will receive a user ID and password, BWC will be assigned to officers of RID day shift and Seaport Operations afternoon and day shift personnel	Contractor and MDPD
30	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for officers of RID day shift and Seaport Operations afternoon and day shift personnel	Viewu Solution Connector installed and tested.	Contractor and MDPD

IMPLEMENTATION TIMELINE

30	Officer camera use and data upload (RID day shift and Seaport Operations afternoon and day shift personnel)	Officers of RID day shift and Seaport Operations afternoon and day shift personnel fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
30	Issue BWC to officers of RID day shift and Seaport Operations afternoon and day shift personnel	BWC's issued to officers	Contractor and MDPD
30	Assessment of officers of RID day shift and Seaport Operations afternoon and day shift personnel deployment	Platoon level deployment assessment	Contractor and MDPD
31	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for officers of RID afternoon and Seaport Operations Bureau afternoon and midnight shift personnel	Viewu Solution Connector installed and tested.	Contractor and MDPD
31	Assign BWC to RID afternoon and Seaport Operations Bureau afternoon and midnight shift personnel	All users at RID and Seaport Operations will receive a user ID and password, BWC will be assigned to officers of RID day shift and Seaport Operations afternoon and midnight shift personnel	Contractor and MDPD
31	Officer camera use and data upload (RID afternoon and Seaport Operations Bureau afternoon and midnight shift personnel)	RID afternoon and Seaport Operations Bureau afternoon and midnight shift personnel fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
31	Assessment of officers of RID and Seaport Operations personnel deployment	Final assessment per VMS Implementation Checklist	Contractor and MDPD
Airport District Deployment			
32	Assign BWC to officers of Airport District Platoon I and create login credentials for all Airport District users to include all officers and administrators	All users at Airport District will receive a user ID and password, BWC will be assigned to Platoon 1	Contractor and MDPD
32	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon I	Viewu Solution Connector installed and tested.	Contractor and MDPD

IMPLEMENTATION TIMELINE

32	Officer camera use and data upload (Platoon I)	Platoon 1 fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
32	Issue BWC to Airport District Platoon I personnel	BWC's issued to officers	Contractor and MDPD
32	Assessment of Airport District Deployment Platoon I	Platoon level deployment assessment	Contractor and MDPD
33	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon II	Viewu Solution Connector installed and tested.	Contractor and MDPD
33	Assign BWC to Platoon II	All users at Airport District will receive a user ID and password, BWC will be assigned to Platoon II	Contractor and MDPD
33	Officer camera use and data upload (Platoon II)	Platoon II fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
33	Issue BWC to Airport District Platoon II personnel	BWC's issued to officers	Contractor and MDPD
33	Assessment of Airport Deployment Platoon I and II	Platoon level deployment assessment	Contractor and MDPD
34	Install Viewu Solution Connector to Officers and Administrators laptops and/or PC's for Platoon III	Viewu Solution Connector installed and tested.	Contractor and MDPD
34	Assign BWC to Platoon III	All users at Airport District will receive a user ID and password, BWC will be assigned to Platoon III	Contractor and MDPD
34	Officer camera use and data upload (Platoon III)	Platoon III fully trained on the use of the BWC, adding metadata uploading videos to the cloud, and multiple mounting options	Contractor
34	Issue BWC to Airport District Platoon III personnel	BWC's issued to officers	Contractor and MDPD
34	Final Assessment of Airport District Deployment for Platoon I,II and III	Final assessment per VMS Implementation Checklist	Contractor and MDPD

ATTACHMENT D
DELIVERABLE ACCEPTANCE
FORMS

DELIVERABLE ACCEPTANCE FORM
USAGE TRAINING

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: Associated Training Materials

Deliverable Description: During the Usage Training phase, the Contractor will assist MDPD as needed to meet the requirements listed in RFP-00168's Statement of Work. During this phase, the Contractor is required to:

- Upon request, provide background information and sample policies relating to prior experience in implementing BWCs in other public law enforcement agencies.
- Incorporate any MDPD policies and procedures into training documents to be presented within each district when cameras are implemented.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By: _____

Signature	Name	Date
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Accepted By: _____

Signature	Name	Date
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DELIVERABLE ACCEPTANCE FORM
VMS IMPLEMENTATION

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. Attached to this Deliverable Acceptance Form is the VMS Implementation Checklist. This Checklist was reviewed and completed by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: VMS Implementation

Deliverable Description: During the VMS Implementation phase, the Contractor will assist MDPD as needed to meet the requirements listed in RFP-00168's Statement of Work. During this phase, the Contractor will assist MDPD in the setup and configuration of the VMS to include but not be limited to the following:

- Configuration of camera settings in accordance to MDPD's requirements.
- Configuration of video categories.
- Configuration of retention values.
- Configuration of office locations.
- Configuration of IP restrictions.
- Download, installation, and configuration of the Viewu Solution Connector on all computers required by MDPD.
- Configuration of roles and their security rights.
- Addition of MDPD users who will have access to the VMS using Active Directory synchronization.
- Testing of all VMS modules and functionality.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By: _____

Signature	Name	Date
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Accepted By: _____

Signature	Name	Date
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VMS IMPLEMENTATION CHECKLIST

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following checklist has been created and must be completed by MDPD before accepting the VMS implantation. MDPD must test the VMS and ensure that all features listed below are available and fully functional prior to completing the Deliverable Acceptance Form.

	Yes	No	Comments
The VMS is cloud-based and provides access to an unlimited amount of users with the capability of organizing/managing incidents and be accessible via the internet to multiple users simultaneously.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS is scalable and flexible to handle changing needs of the County.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS provides enhanced user authentication with a unique username and password.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS allows for authorized users to be established based on various roles and permissions by the System Administrator.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS provides an automated method of transfer to move files from the BWC to storage system such as drop in docking station or wireless upload.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS allows for remote viewing of the stored video for non-technical MDPD staff as well as others based on the permissions granted by the System Administrator.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS allows authorized users to search by name, date, event, device, case/incident number; as well as categorize, add case numbers, notes, etc. to each file.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS includes robust security features such as a log/audit trail illustrating users who have viewed and copied video to an external source (i.e. DVD / long term storage)	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS allows officers to link and attach metadata to recordings file prior to uploading.	<input type="checkbox"/>	<input type="checkbox"/>	

MIAMI-DADE COUNTY, FLORIDA - RFP-00168 - VMS IMPLEMENTATION CHECKLIST

	Yes	No	Comments
The VMS provides encryption in storage and transport, and provide security back-up of all data.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS allows for controlled access to evidence with pre-defined roles and permissions, predefined individuals and passwords.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS securely stores all recordings and documents in a way that only County authorized users and users authorized by MDPD can view.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS has the ability to grant access to specific files to specific persons for a specific time period (i.e. State Attorney's Office).	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS has the ability to share files internally and externally via secure links over the internet.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS has the ability to set variable retention rules per MDPD preferences.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS has the ability to set time tables for automatic deletion of files based on a retention period.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS has the ability to allow automated redacting of files to include deleting certain portions of file (video or audio) and blurring out particular images within a video.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS has the ability to preserve the raw file without editing.	<input type="checkbox"/>	<input type="checkbox"/>	
The VMS provides security features that assured digital evidence will meet all standards for reliability in court.	<input type="checkbox"/>	<input type="checkbox"/>	

DELIVERABLE ACCEPTANCE FORM
TRAIN THE TRAINER TRAINING SESSION

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: Train the Trainer

Deliverable Description: During the Train the Trainer training session, the Contractor will provide in-person interactive training to staff designated by MDPD as in-house trainers. During these training sessions, the Contractor will train designated staff on the following topics:

- Assigning a camera to an officer (optional depending on agency policy).
- Video recording.
- Camera positioning and operation.
- Pairing camera with mobile device and other accessories.
- Downloading from camera to storage system.
- Reviewing footage from other officers.
- Editing metadata attached to footage.
- Searching for and locating footage within system.
- Locking down video to restrict access.
- Sharing video footage with District Attorney's office and other entities.
- Capturing a screenshot from footage.
- Delete video (if agency policy allows).
- Create cases, add files and videos to cases.
- Share anecdotes of careers saved due to use of body camera.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By: _____

Signature	Name	Date
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Accepted By: _____

Signature	Name	Date
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DELIVERABLE ACCEPTANCE FORM
AUTOMATED REDACTION MODULE TRAINING

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: Automated Video Redaction Module Training

Deliverable Description: During the Automated Video Redaction Module Training Session, the Contractor will provide in-person interactive training to the MDPD Redaction Team. During these training sessions, the Contractor will train designated staff on the following topics:

- Automated facial redaction
- Multi-face redaction
- Object redaction
- Unredaction of selected faces
- Full body redaction
- Manual redaction
- Audio redaction
- Download and sharing capabilities
- Discussion of what to redact and who to share with in regards to MDPD policy

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature	Name	Date

Accepted By:

Signature	Name	Date

DELIVERABLE ACCEPTANCE FORM
SYSTEM ADMINISTRATOR TRAINING

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: System Administrator Training

Deliverable Description: During the System Administrator training Session, the Contractor will provide in-person interactive training to the MDPD System Administrators. During these training sessions, the Contractor will train designated staff on the following topics:

- System architecture and CJIS compliance
- Interface overview
- System capabilities and expectations
- User roles and permissions
- Integration into existing IT systems
- Firewall and other security component administration
- Additional features and functionality
- Video discovery and sharing
- Video controls and lockdown
- Implementing agency determined policy in the system
- District Attorney sharing and access, including possible limits
- File exports
- Usage monitoring and reporting
- Chain of custody and audit trail exports
- Basic troubleshooting

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By: _____

Signature	Name	Date
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Accepted By: _____

Signature	Name	Date
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DELIVERABLE ACCEPTANCE FORM
MIDWEST DISTRICT STATION

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: Midwest District Station Deployment

Deliverable Description: During the User Acceptance Test period, the Contractor and MDPD collectively will check, verify, and adjust the Body Worn Camera and Video Management Solution as needed to meet the requirements listed in RFP-00168's Statement of Work. During the User Acceptance Test period, the Contractor is required to:

- Ensure that the installation of the Viewu Solution Connector on the computers of all officers and administrators has been completed and functioning properly.
- Ensure that all users receive their login credentials and they are able to logon to the VMS successfully.
- Ensure that all BWC's are assigned and working according.
- Ensure that IP restrictions are configured.
- Ensure that the System Administrator Training has been completed.
- Ensure that the "Officer camera use and data upload" training has been completed for all shifts.
- Resolve user problems and/or deficiencies identified by MDPD.
- Correct and manage errors.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By: _____

Signature

Name

Date

Accepted By: _____

Signature

Name

Date

DELIVERABLE ACCEPTANCE FORM
NORTHSIDE DISTRICT STATION

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: Northside District Station Deployment

Deliverable Description: During the User Acceptance Test period, the Contractor and MDPD collectively will check, verify, and adjust the Body Worn Camera and Video Management Solution as needed to meet the requirements listed in RFP-00168's Statement of Work. During the User Acceptance Test period, the Contractor is required to:

- Ensure that the installation of the Viewu Solution Connector on the computers of all officers and administrators has been completed and functioning properly.
- Ensure that all users receive their login credentials and they are able to logon to the VMS successfully.
- Ensure that all BWC's are assigned and working according.
- Ensure that IP restrictions are configured.
- Ensure that the System Administrator Training has been completed.
- Ensure that the "Officer camera use and data upload" training has been completed for all shifts.
- Resolve user problems and/or deficiencies identified by MDPD.
- Correct and manage errors.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By: _____

Signature

Name

Date

Accepted By: _____

Signature

Name

Date

DELIVERABLE ACCEPTANCE FORM
SOUTH DISTRICT STATION

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: South District Station Deployment

Deliverable Description: During the User Acceptance Test period, the Contractor and MDPD collectively will check, verify, and adjust the Body Worn Camera and Video Management Solution as needed to meet the requirements listed in RFP-00168's Statement of Work. During the User Acceptance Test period, the Contractor is required to:

- Ensure that the installation of the Viewu Solution Connector on the computers of all officers and administrators has been completed and functioning properly.
- Ensure that all users receive their login credentials and they are able to logon to the VMS successfully.
- Ensure that all BWC's are assigned and working according.
- Ensure that IP restrictions are configured.
- Ensure that the System Administrator Training has been completed.
- Ensure that the "Officer camera use and data upload" training has been completed for all shifts.
- Resolve user problems and/or deficiencies identified by MDPD.
- Correct and manage errors.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By: _____

Signature	Name	Date
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Accepted By: _____

Signature	Name	Date
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DELIVERABLE ACCEPTANCE FORM
INTRACOASTAL DISTRICT STATION

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: Intracoastal District Station Deployment

Deliverable Description: During the User Acceptance Test period, the Contractor and MDPD collectively will check, verify, and adjust the Body Worn Camera and Video Management Solution as needed to meet the requirements listed in RFP-00168's Statement of Work. During the User Acceptance Test period, the Contractor is required to:

- Ensure that the installation of the Viewr Solution Connector on the computers of all officers and administrators has been completed and functioning properly.
- Ensure that all users receive their login credentials and they are able to logon to the VMS successfully.
- Ensure that all BWC's are assigned and working according.
- Ensure that IP restrictions are configured.
- Ensure that the System Administrator Training has been completed.
- Ensure that the "Officer camera use and data upload" training has been completed for all shifts.
- Resolve user problems and/or deficiencies identified by MDPD.
- Correct and manage errors.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature	Name	Date
_____	_____	_____

Accepted By:

Signature	Name	Date
_____	_____	_____

DELIVERABLE ACCEPTANCE FORM
NORTHWEST DISTRICT STATION

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: Northwest District Station Deployment

Deliverable Description: During the User Acceptance Test period, the Contractor and MDPD collectively will check, verify, and adjust the Body Worn Camera and Video Management Solution as needed to meet the requirements listed in RFP-00168's Statement of Work. During the User Acceptance Test period, the Contractor is required to:

- Ensure that the installation of the Viewu Solution Connector on the computers of all officers and administrators has been completed and functioning properly.
- Ensure that all users receive their login credentials and they are able to logon to the VMS successfully.
- Ensure that all BWC's are assigned and working according.
- Ensure that IP restrictions are configured.
- Ensure that the System Administrator Training has been completed.
- Ensure that the "Officer camera use and data upload" training has been completed for all shifts.
- Resolve user problems and/or deficiencies identified by MDPD.
- Correct and manage errors.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By: _____

Signature

Name

Date

Accepted By: _____

Signature

Name

Date

DELIVERABLE ACCEPTANCE FORM
HAMMOCKS DISTRICT STATION

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: Hammocks District Station Deployment

Deliverable Description: During the User Acceptance Test period, the Contractor and MDPD collectively will check, verify, and adjust the Body Worn Camera and Video Management Solution as needed to meet the requirements listed in RFP-00168's Statement of Work. During the User Acceptance Test period, the Contractor is required to:

- Ensure that the installation of the Viewu Solution Connector on the computers of all officers and administrators has been completed and functioning properly.
- Ensure that all users receive their login credentials and they are able to logon to the VMS successfully.
- Ensure that all BWC's are assigned and working according.
- Ensure that IP restrictions are configured.
- Ensure that the System Administrator Training has been completed.
- Ensure that the "Officer camera use and data upload" training has been completed for all shifts.
- Resolve user problems and/or deficiencies identified by MDPD.
- Correct and manage errors.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By: _____

Signature	Name	Date
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Accepted By: _____

Signature	Name	Date
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DELIVERABLE ACCEPTANCE FORM
KENDALL DISTRICT STATION

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: Kendall District Station Deployment

Deliverable Description: During the User Acceptance Test period, the Contractor and MDPD collectively will check, verify, and adjust the Body Worn Camera and Video Management Solution as needed to meet the requirements listed in RFP-00168's Statement of Work. During the User Acceptance Test period, the Contractor is required to:

- Ensure that the installation of the Viewu Solution Connector on the computers of all officers and administrators has been completed and functioning properly.
- Ensure that all users receive their login credentials and they are able to logon to the VMS successfully.
- Ensure that all BWC's are assigned and working according.
- Ensure that IP restrictions are configured.
- Ensure that the System Administrator Training has been completed.
- Ensure that the "Officer camera use and data upload" training has been completed for all shifts.
- Resolve user problems and/or deficiencies identified by MDPD.
- Correct and manage errors.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By: _____

Signature	Name	Date
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Accepted By: _____

Signature	Name	Date
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DELIVERABLE ACCEPTANCE FORM
KENDALL DISTRICT STATION

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: Kendall District Station Deployment

Deliverable Description: During the User Acceptance Test period, the Contractor and MDPD collectively will check, verify, and adjust the Body Worn Camera and Video Management Solution as needed to meet the requirements listed in RFP-00168's Statement of Work. During the User Acceptance Test period, the Contractor is required to:

- Ensure that the installation of the Viewu Solution Connector on the computers of all officers and administrators has been completed and functioning properly.
- Ensure that all users receive their login credentials and they are able to logon to the VMS successfully.
- Ensure that all BWC's are assigned and working according.
- Ensure that IP restrictions are configured.
- Ensure that the System Administrator Training has been completed.
- Ensure that the "Officer camera use and data upload" training has been completed for all shifts.
- Resolve user problems and/or deficiencies identified by MDPD.
- Correct and manage errors.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By: _____

Signature

Name

Date

Accepted By: _____

Signature

Name

Date

**DELIVERABLE ACCEPTANCE FORM
SPECIAL PATROL BUREAU AND POLICE OPERATIONS**

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: Special Patrol Bureau and Police Operations Deployment

Deliverable Description: During the User Acceptance Test period, the Contractor and MDPD collectively will check, verify, and adjust the Body Worn Camera and Video Management Solution as needed to meet the requirements listed in RFP-00168's Statement of Work. During the User Acceptance Test period, the Contractor is required to:

- Ensure that the installation of the Viewu Solution Connector on the computers of all officers and administrators has been completed and functioning properly.
- Ensure that all users receive their login credentials and they are able to logon to the VMS successfully.
- Ensure that all BWC's are assigned and working according.
- Ensure that IP restrictions are configured.
- Ensure that the System Administrator Training has been completed.
- Ensure that the "Officer camera use and data upload" training has been completed for all shifts.
- Resolve user problems and/or deficiencies identified by MDPD
- Correct and manage errors.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature

Name

Date

Accepted By:

Signature

Name

Date

DELIVERABLE ACCEPTANCE FORM
RID AND SEAPORT OPERATIONS

PROJECT: Body Worn Camera and Video Management Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by MDPD and the Contractor. This document constitutes full acknowledgment by MDPD of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: RID and Seaport Operations Deployment

Deliverable Description: During the User Acceptance Test period, the Contractor and MDPD collectively will check, verify, and adjust the Body Worn Camera and Video Management Solution as needed to meet the requirements listed in RFP-00168's Statement of Work. During the User Acceptance Test period, the Contractor is required to:

- Ensure that the installation of the Viewr Solution Connector on the computers of all officers and administrators has been completed and functioning properly.
- Ensure that all users receive their login credentials and they are able to logon to the VMS successfully.
- Ensure that all BWC's are assigned and working according.
- Ensure that IP restrictions are configured.
- Ensure that the System Administrator Training has been completed.
- Ensure that the "Officer camera use and data upload" training has been completed for all shifts.
- Resolve user problems and/or deficiencies identified by MDPD
- Correct and manage errors.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By: _____

Signature	Name	Date
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Accepted By: _____

Signature	Name	Date
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ATTACHMENT E

CHANGE REQUEST FORM

CHANGE REQUEST FORM TEMPLATE

Change Request Form Number: _____	
Section A Contract Details	
Contract Name: _____	
Parties: _____	
Effective Date (if known): _____	
Section B Details of proposed Change	
Title of the proposed Change: _____	
Service(s) to which the proposed Change relates: _____	
Description of the Proposed Change: [Describe the proposed Change in detail with an explanation of its importance][Attach supporting information if appropriate]	
Section C Impact of proposed Change Request (for information, impact assessment and resource planning only)	
<input type="checkbox"/> Delivery date / timetable / other date <input type="checkbox"/> Functionality <input type="checkbox"/> Performance <input type="checkbox"/> Resources <input type="checkbox"/> Other system	<input type="checkbox"/> Documentation <input type="checkbox"/> Training needs <input type="checkbox"/> Other (please specify) _____
Section D Approval of proposed Change	
The Contractor and MDPD confirm that they have each read the information contained in this Change Request Form, approve the proposed Change Request as set out above, and agree that the Contract shall be treated as having been amended accordingly.	
For and on behalf of the Contractor	
Signed: _____ (Authorized Signatory)	
Name: _____	
Title: _____	
Date: _____	

For and on behalf of MDPD

Signed: _____
(Authorized Signatory)

Name: _____

Title: _____

Date: _____

ATTACHMENT F

ESCROW AGREEMENT



**Standard/Registered Multi Licensee Deposit Account
Software Escrow Agreement**

Date
Licensor **[Licensorname]**
Agreement Number **[Agreement#]**

Notice: The parties to this Agreement are obliged to inform Escrow Agent of any changes to the Software or in their circumstances (including change of name, principal office, contact details or change of owner of the intellectual property in the Software).

Escrow Agreement Dated:

Between:

- (1) [Licensorname] whose principal office is at [Licensoraddress] ("**Licensor**"); and
- (2) NCC Group Escrow Associates, LLC, a corporation organized and existing under the laws of Georgia with its principal office at 11605 Haynes Bridge Road, 400 Northwinds, Suite 550, Alpharetta, GA 30009 USA ("**Escrow Agent**").

Background:

- (A) Licensee has been granted a license to use the Software which comprises computer programs.
- (B) Certain technical information and/or documentation relating to the Software is the confidential information and Intellectual property of Licensor or a third party.
- (C) Licensor acknowledges that in certain circumstances, such information and/or documentation would be required by Licensee in order for it to continue to exercise its rights under its License Agreement with the Licensor.
- (D) The parties therefore agree that such information and/or documentation should be placed with a trusted third party, Escrow Agent, so that such information and/or documentation can be released to Licensee should certain circumstances arise.

Agreement:

In consideration of the mutual undertakings and obligations contained in this Agreement, the parties agree that:

1 Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

"**Agreement**" means the terms and conditions of this multi licensee deposit account software escrow agreement set out below, including the Schedule and Appendices hereto.

"**Confidential Information**" means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party.

"**Deposit Account**" means an account set up on the execution of a Deposit Account Agreement under which specific Escrow Material is deposited by the Licensor with Escrow Agent.

"**Deposit Account Agreement**" means an agreement in the form attached as Appendix 1, for the setting up of a Deposit Account.

"**Deposit Form**" means the form at Schedule 1 which is to be completed by Licensor and delivered to Escrow Agent with each deposit of the Escrow Material.

"**Escrow Material**" means the Source Code of the Software and such other material and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to be delivered or deposited to comply with Clause 3 of this Agreement.

"**Full Verification**" means the tests and processes forming Escrow Agent's Full Verification service and/or such other tests and processes as may be agreed between the parties for the verification of the Escrow Material.

"**Integrity Testing**" means those tests and processes forming Escrow Agent's Integrity Testing service, in so far as they can be applied to the Escrow Material.

"**Intellectual Property Rights**" mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licenses of or in respect of such rights.

"**License Agreement**" means the agreement under which a Licensee was granted a license to use the Software.

"**Licensee**" means any Standard Licensee and/or Registered Licensee and references in this Agreement to Licensee shall be to the relevant Licensee or Licensees given the context in which such reference is made.

"**Order Form**" means the order form setting out the details of the order placed with Escrow Agent for setting up this Agreement and/or a Deposit Account Agreement and/or the registration of a Licensee under this Agreement.

"**Registered Licensee**" means a Licensee in relation to whom a Registration Agreement has been signed by the Licensee and the Licensor, forwarded to Escrow Agent and whose registration has been confirmed in writing by Escrow Agent to Licensor and Licensee.

"**Registration Agreement**" means an agreement in the form set out in Appendix 2 to be signed by Licensor,

Escrow Agent and any company wishing to be a party to a Deposit Account Agreement or Deposit Account Agreements, as a Registered Licensee and, accordingly, to take the benefit of and be bound by the terms and conditions of the Agreement (save as varied in the Registration Agreement) including payment obligations as may be defined in the Registration Agreement.

"Release Purposes" means the purposes of understanding, maintaining, modifying and correcting the Software exclusively for and on behalf of Licensee together with such other purposes (if any) as are permitted under the License Agreement.

"Software" means the software together with any updates and upgrades thereto and new versions thereof licensed to Licensee under the License Agreement details of which are set out in Schedule 1 of a Deposit Account Agreement.

"Source Code" means the computer programming code of the Software in human readable form.

"Standard Licensee" means a Licensee who is, subject to Clause 14.5, joined as a beneficiary to, or removed as a beneficiary from, a Deposit Account by the Licensor in its sole and absolute discretion from time to time and at any time, which the Licensor does by completing and submitting to Escrow Agent a list in the form set out in Appendix 3.

"Standard Licensee List" means the list of Standard Licensees which is to be submitted to Escrow Agent every time one or more Standard Licensees is added to or removed from the list in accordance with Clause 2.4.

- 1.2 This Agreement shall be interpreted in accordance with the following:
- 1.2.1 headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement;
 - 1.2.2 all references to Clauses and Schedules are references to Clauses and Schedules of this Agreement; and
 - 1.2.3 all references to a party or parties are references to a party or parties to this Agreement.
- 2 Deposit Accounts, Standard Licensees and Registered Licensees**
- 2.1 Each time that the Licensor wishes to deposit different Escrow Material under the terms of this Agreement, the Licensor and Escrow Agent must execute a completed Deposit Account Agreement containing the details of the Escrow Material to be deposited in accordance with the obligations contained in Clause 3.
 - 2.2 Each signed Deposit Account Agreement shall be supplemental to and be governed by the terms of this Agreement.
 - 2.3 For the avoidance of doubt, if the Escrow Material to be deposited is an update to or development of Escrow Material already deposited under an existing Deposit Account, the deposit of such Escrow Material shall not require a new Deposit Account and shall be deposited under the relevant existing Deposit Account.
 - 2.4 The Licensor may add or remove Standard Licensees as beneficiaries to one or more Deposit Accounts by completing and submitting to Escrow Agent a consolidated list of all Standard Licensees registered to each Deposit Account in the form set out in Appendix 3 every time it wishes to add or remove Standard Licensees. Any list provided must track changes to the previous list submitted by the Licensor. The Licensor may only add or remove Standard Licensees using the consolidated list. A Standard Licensee may terminate its own registration under one or more Deposit Accounts in accordance with Clause 14.5. Escrow Agent shall be entitled to rely on the most recently received Standard Licensee List together with any terminations by Standard Licensees since the date of that list.
 - 2.5 Registered Licensees may be added to one or more Deposit Accounts by forwarding to Escrow Agent a Registration Agreement signed by the Registered Licensee and the Licensor and such registration being confirmed in writing by Escrow Agent to Licensor and Licensee.
 - 2.6 The Licensor shall ensure that the description of the Escrow Material in each of (i) the Deposit Account Agreement, (ii) the Deposit Form (iii) the Registration Agreement and (iv) the Standard Licensee List all correspond with each other and the description on the Escrow Material when deposited.
- 3 Licensor's Duties and Warranties**
- 3.1 Licensor shall:
 - 3.1.1 deliver a copy of the Escrow Material to Escrow Agent within 30 days of the date Escrow Agent receives an executed Deposit Account Agreement;
 - 3.1.2 deliver an update or replacement copy of the Escrow Material to Escrow Agent within 30 days of a material update, error correction, enhancement, maintenance release or functional modification to the Software which results in an updated delivery of the object code version of the Software to Licensee;
 - 3.1.3 ensure that each copy of the Escrow Material deposited under each Deposit Account with Escrow Agent comprises the Source Code of the latest version of the Software used by Licensee;

- 3.1.4 deliver to Escrow Agent an update or replacement copy of the Escrow Material deposited under each Deposit Account within 30 days after the anniversary of the last delivery of the Escrow Material to ensure that the integrity of the Escrow Material media is maintained;
- 3.1.5 deliver with each deposit of the Escrow Material a Deposit Form which includes the following information:
 - 3.1.5.1 details of the deposit including the full name of the Software (i.e. the original product name and deposit account number as set out under Schedule 1 to the Deposit Account Agreement together with any new names given to the Software by Licensor), version details, media type, backup command/software used, compression used, archive hardware and operating system details; and
 - 3.1.5.2 password/encryption details required to access the Escrow Material;
- 3.1.6 deliver with each deposit of the Escrow Material deposited under each Deposit Account the following technical information (where applicable):
 - 3.1.6.1 documentation describing the procedures for building, compiling and installing the Software, including names and versions of the development tools;
 - 3.1.6.2 Software design information (e.g. module names and functionality); and
 - 3.1.6.3 name and contact details of employees with knowledge of how to maintain and support the Escrow Material; and
- 3.1.7 deposit a detailed list of the suppliers of any third party software and tools required to access, install, build or compile or otherwise use the Escrow Material.
- 3.2 Licensor warrants to both Escrow Agent and Licensee at the time of each deposit of the Escrow Material under each Deposit Account with Escrow Agent that:
 - 3.2.1 it has the full right, ability and authority to deposit the Escrow Material;
 - 3.2.2 in entering into this Agreement and any Deposit Account Agreement and performing its obligations under such agreements, it is not in breach of any of its ongoing express or implied obligations to any third party(s); and
 - 3.2.3 the Escrow Material deposited under Clause 3.1 contains all information in human-readable form and is on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain, modify and correct the Software.

4 Licensee's Responsibilities and Undertakings

- 4.1 Licensee shall notify Escrow Agent of any change to the Software that necessitates a replacement deposit of the Escrow Material.
- 4.2 In the event that the Escrow Material deposited under one or more Deposit Accounts is released under Clause 7, Licensee shall:
 - 4.2.1 keep the Escrow Material confidential at all times;
 - 4.2.2 use the Escrow Material only for the Release Purposes;
 - 4.2.3 not disclose the Escrow Material to any person save such of Licensee's employees or contractors who need to know the same for the Release Purposes. In the event that Escrow Material is disclosed to its employees or contractors, Licensee shall ensure that they are bound by the same confidentiality obligations as are contained in this Clause 4.2;
 - 4.2.4 hold all media containing the Escrow Material in a safe and secure environment when not in use; and
 - 4.2.5 forthwith destroy the Escrow Material should Licensee cease to be entitled to use the Software under the terms of the License Agreement.
- 4.3 In the event that Escrow Agent releases any Escrow Material to a Standard Licensee, the Standard Licensee shall be required, as a condition of release, to sign an undertaking to confirm its agreement to the obligations contained in Clause 4.2.

5 Escrow Agent's Duties

- 5.1 Escrow Agent shall:
 - 5.1.1 at all times during the term of this Agreement, retain the latest deposit of the Escrow Material deposited under each Deposit Account in a safe and secure environment;
 - 5.1.2 notify Licensor and the relevant Licensee of the acceptance of any Registration Agreement; and
 - 5.1.3 inform Licensor and relevant Standard and Registered Licensee(s) of the receipt of any deposit of the Escrow Material under a Deposit Account by sending to all parties a copy of the Deposit Form and/or

the Integrity Testing report or Full Verification report (as the case may be) generated from the testing processes carried out under Clause 11.

- 5.2 In the event of failure by Licensor to deposit any Escrow Material under a Deposit Account with Escrow Agent, Escrow Agent shall not be responsible for procuring such deposit and may, at its sole discretion, notify the Licensor and Standard and Registered Licensees of Licensor's failure to deposit any Escrow Material under a Deposit Account.
- 5.3 Escrow Agent may appoint agents, contractors or sub-contractors as it deems fit to carry out the Integrity Testing and the Full Verification processes. Escrow Agent shall ensure that any such agents, contractors and sub-contractors are bound by the same confidentiality obligations as are contained in Clause 9.
- 5.4 Escrow Agent has the right to make such copies of the Escrow Material as may be necessary solely for the purposes of this Agreement.

6 Payment

- 6.1 The parties shall pay Escrow Agent's fees and charges as published from time to time or as otherwise agreed, as listed in the Order Form and, in the case of Registered Licenses, in the Registration Agreement. Escrow Agent's fees as published are exclusive of any applicable sales tax.
- 6.2 If Escrow Agent is required to perform any additional or extraordinary services as a result of being an escrow agent including intervention in any litigation or proceeding, Escrow Agent shall receive reasonable compensation for such services and be reimbursed for all costs incurred, including reasonable attorney's fees.
- 6.3 Escrow Agent shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.
- 6.4 All invoices are payable within 30 days from the date of invoice. Interest shall accrue at the lesser of 1.5% per month or the maximum amount permitted by applicable law for any fees that are undisputed by the paying party and remain unpaid for more than 30 days past the due date of the applicable invoice.
- 6.5 In the event of a dispute made in good faith as to the amount of fees, the party responsible for payment agrees to remit payment on any undisputed amount(s) in accordance with Clause 6.1 above. In such circumstances, the interest on the fees shall not accrue as to any disputed amounts unless not paid within 30 days after such dispute has been resolved by the parties.

7 Release Procedures

- 7.1 Subject to: (i) the remaining provisions of this Clause 7 and (ii) the receipt by Escrow Agent of the fees chargeable upon a release and any other fees and interest (if any) outstanding under this Agreement, Escrow Agent will release the Escrow Material deposited under the relevant Deposit Accounts to which the Licensee is a party (whether as a Standard Licensee or a Registered Licensee) to a duly authorized representative of Licensee if any of the following events ("Release Event(s)") occur:
 - 7.1.1 a receiver, trustee, or similar officer is appointed for the business or property of Licensor; or
 - 7.1.2 Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Licensee that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or
 - 7.1.3 any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or
 - 7.1.4 Licensor takes any corporate action authorizing any of the foregoing; or
 - 7.1.5 any similar or analogous proceedings or event to those in Clauses 7.1.1 to 7.1.3 above occurs in respect of Licensor within any jurisdiction outside the USA; or
 - 7.1.6 Licensor ceases to carry on its business or the part of its business which relates to the Software; or
 - 7.1.7 Licensor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software under the License Agreement or any maintenance agreement entered into in connection with the Software and has failed to remedy such default notified by Licensee to Licensor within a reasonable period.

7.2 Licensee must notify Escrow Agent of the occurrence of a Release Event specified in Clause 7.1 by delivering to Escrow Agent a notice in writing ("**Notice**") declaring that such Release Event has occurred and specifying the Deposit Account(s) so affected, and setting out the facts and circumstances of the Release Event, that the License Agreement and any maintenance agreement, if relevant, for the Software was still valid and effective up to the occurrence of such Release Event and exhibiting such documentary evidence in support of the Notice as Escrow Agent shall reasonably require.

7.3 Upon receipt of a Notice from Licensee claiming that a Release Event has occurred:

7.3.1 Escrow Agent shall submit a copy of the Notice to Licensor (with a copy to the Licensee in order to acknowledge receipt of the Notice) by courier or other form of guaranteed delivery; and

7.3.2 unless within 14 calendar days after the date of dispatch of the Notice by Escrow Agent, Escrow Agent receives a counter-notice in writing from Licensor stating that in their view no such Release Event has occurred or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified as shown by documentation in support thereof,

Escrow Agent will release the Escrow Material deposited under the relevant Deposit Accounts to which the Licensee is party and which Licensee has requested, to Licensee for its use for the Release Purposes.

7.4 Upon receipt of the counter-notice from Licensor under Clause 7.3.2, Escrow Agent shall send a copy of the counter-notice and any supporting evidence to Licensee (with a copy to Licensor in order to acknowledge receipt of the counter-notice) by courier or other form of guaranteed delivery.

7.5 Within 90 calendar days of dispatch of the counter-notice by Escrow Agent, Licensee may give Licensor and Escrow Agent written notice of its intention to arbitrate under Clause 8 ("**Demand**").

7.6 If, within 90 calendar days of dispatch of the counter-notice by Escrow Agent to Licensee, Licensee has not given a Demand to Licensor and Escrow Agent, the Notice submitted by Licensee will be deemed to be no longer valid and Licensee shall be deemed to have waived their right to release of the Escrow Material deposited under the relevant Deposit Accounts to which the Licensee is party and which Licensee has requested for the particular reason or event specified in the original Notice. In such circumstances, this Agreement shall continue in full force and effect.

8 Disputes regarding Release Event(s)

8.1 All disputes regarding whether the Release Event(s) specified in the Notice occurred before the Licensee delivered the Notice to Escrow Agent shall be decided by one (1) arbitrator. The place of the arbitration shall be Atlanta, Georgia. If the Licensor and Licensee have not agreed on an arbitrator within seven (7) days after the Licensor receives the Demand, the American Arbitration Association (AAA) shall appoint an arbitrator within ten (10) days of receipt of a request to appoint an arbitrator, which may be filed by either the Licensor or Licensee. The arbitrator's agreement to the deadlines set forth in this Clause 8 shall be a condition to the appointment as arbitrator, but failure to adhere to these time limits shall not be a basis for challenging the award.

8.2 Within seven (7) days of the appointment of the arbitrator, the Licensor and Licensee shall each provide written submissions to the arbitrator, together with all documentary evidence in their possession in support of their claim.

8.3 Based solely on the written submissions of the Licensor and Licensee, and without the need for a hearing, the arbitrator shall render and deliver his or her award to the Licensor, the Licensee and Escrow Agent within fourteen (14) days of receiving the written submissions from the Licensor and Licensee. The Licensee and Licensor may agree to extend this time limit or the arbitrator may do so in its discretion if he or she determines that the interest of justice so requires.

8.4 The award shall be limited to a determination of whether or not there existed a Release Event at the time Licensee delivered the Notice to Escrow Agent and, where the Licensor claims within the timescales specified in Clause 7.3.2 that the Release Event has been rectified and the Licensee does not agree, to a determination of whether or not the Release Event has in fact been rectified. In addition, the arbitrator shall award the prevailing party its attorneys' fees and costs, including the fees and costs of the arbitrator.

8.5 The arbitral award shall be final and binding upon the Parties hereto. If the arbitrator finds that a Release Event existed at the time of delivery of the Notice to Escrow Agent, Escrow Agent is hereby authorized to release and deliver the Escrow Material deposited under the relevant Deposit Account to which the Licensee is party and which the Licensee has requested to the Licensee within 5 working days of the decision being notified by the arbitrator to the parties. If the arbitrator finds to the contrary, then Escrow Agent shall not release the Escrow Material and shall continue to hold the Escrow Material in accordance with the terms of this Agreement.

8.6 The Parties agree that the arbitration provided in this Clause 8 shall not be consolidated or joined with any other proceeding regarding disputes between or among any of the Parties.

9 Confidentiality

9.1 The Escrow Material shall remain at all times the confidential and intellectual property of its owner.

9.2 In the event that Escrow Agent releases any Escrow Material to Licensee, Licensee shall be permitted to use the Escrow Material only for the Release Purposes.

- 9.3 Subject to Clause 9.4, Escrow Agent agrees to keep all Confidential Information relating to the Escrow Material and/or the Software that comes into its possession or to its knowledge under this Agreement in strict confidence and secrecy. Escrow Agent further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing and subject to Clause 9.4, will not disclose or release it other than in accordance with the terms of this Agreement.
- 9.4 Escrow Agent may release any Escrow Material to the extent that it is required by applicable federal, state or local law, regulation, court order, judgment, decree or other legal process, provided that, unless prohibited by the terms of the order or the relevant law or regulation, Escrow Agent has notified Licensor and Licensee prior to such required release, has given Licensor and/or Licensee an opportunity to contest (at their own expense) such required release, within the time parameters mandated by such applicable regulation, court order, judgment, decree or other legal process. Escrow Agent is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments, decrees so entered or issued by any court, without the necessity of inquiring as to the validity of such order, judgment or decree, or the court's underlying jurisdiction. Where Escrow Agent obeys or complies with any such order, judgment or decree, Escrow Agent shall not be liable to Licensee, Licensor or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.
- 9.5 Any request by a Licensee under Clause 11.3 for a Full Verification shall not be disclosed to any other Licensee(s) except as the requesting Licensee agrees.

10 Intellectual Property Rights

- 10.1 The release of any Escrow Material to Licensee will not act as an assignment of any Intellectual Property Rights that Licensor or any third party possesses in the Escrow Material. However, upon deposit of any Escrow Material, the title to the media upon which the Escrow Material is deposited ("Media") is transferred to Escrow Agent. Upon delivery of the Escrow Material back to Licensor, the title to the Media shall transfer back to the Licensor. If the Escrow Material is released to the Licensee, the title to the Media shall transfer to the Licensee.
- 10.2 The Intellectual Property Rights in the Integrity Testing report and any Full Verification report shall remain vested in Escrow Agent. Licensor and Licensee shall each be granted a non-exclusive right and license to use the Integrity Testing report for the purposes of this Agreement and their own internal purposes only. Licensor and the party who commissioned the Full Verification shall each be granted a non-exclusive right and license to use the Full Verification report for the purposes of this Agreement and their own internal purposes only.

11 Integrity Testing and Full Verification

- 11.1 Escrow Agent shall bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the existence, relevance, completeness, accuracy, operation, effectiveness, functionality or any other aspect of any Escrow Material received by Escrow Agent under this Agreement.
- 11.2 As soon as practicable after any Escrow Material has been deposited with Escrow Agent, Escrow Agent shall apply its Integrity Testing processes to that Escrow Material.
- 11.3 Any party to this Agreement shall be entitled to require Escrow Agent to carry out a Full Verification. Subject to Clause 11.4, Escrow Agent's prevailing fees and charges for the Full Verification processes and all reasonable expenses incurred by Escrow Agent in carrying out the Full Verification processes shall be payable by the requesting party.
- 11.4 If any Escrow Material fails to satisfy Escrow Agent's Full Verification tests as a result of being defective or incomplete in content, Escrow Agent's fees, charges and expenses in relation to the Full Verification tests shall be paid by Licensor.
- 11.5 Should any Escrow Material deposited fail to satisfy Escrow Agent's Integrity Testing or Full Verification tests under Clauses 11.2 or 11.3, Licensor shall, within 14 days of the receipt of the notice of test failure from Escrow Agent, deposit such new, corrected or revised Escrow Material as shall be necessary to ensure its compliance with its warranties and obligations in Clause 3. If Licensor fails to make such deposit of the new, corrected or revised Escrow Material, Escrow Agent will issue a report to the relevant Licensee(s) (with a copy to Licensor) detailing the problem with the Escrow Material as revealed by the relevant tests.

12 Escrow Agent's Liability

- 12.1 Nothing in this Clause 12 excludes or limits the liability of Escrow Agent for gross negligence or intentional misconduct.
- 12.2 Subject to Clause 12.1, Escrow Agent shall not be liable for:
- 12.2.1 any loss or damage caused to either Licensor or Licensee except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by Escrow Agent, its employees, agents or sub-contractors, and in such event, Escrow Agent's total liability with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, shall not exceed the sum of \$250,000 (two hundred and fifty thousand US dollars); and
- 12.2.2 any special, indirect, incidental or consequential damages whatsoever.

- 12.3 Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of Licensor or Licensee to perform or comply with any provision of this Agreement.
- 12.4 Escrow Agent shall not be liable in any way to Licensor or Licensee for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.
- 12.5 Escrow Agent shall not be required to make any investigation into, and shall be entitled in good faith without incurring any liability to Licensor or Licensee to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.
- 12.6 Escrow Agent shall not be liable in any way to Licensor or Licensee for acting, subject to any terminations pursuant to Clause 14.5, in reliance on the Standard Licensee List referred to in Clause 2.4 together with any Registration Agreements executed and confirmed by Escrow Agent.

13 Indemnity

- 13.1 Save for any claim falling within the provisions of Clause 12.1, the Licensor and the Licensee involved in the dispute or litigation jointly and severally agree at all times to indemnify and hold harmless Escrow Agent in respect of all of its legal and all other costs (including reasonable attorney's fees), fees and expenses incurred directly or indirectly as a result of being brought into or otherwise becoming involved in any form of dispute resolution proceedings or any litigation of any kind between the Licensor and the Licensee in relation to this Agreement to the extent that this Agreement does not otherwise provide for reimbursement of such costs.
- 13.2 The Licensor shall assume all liability and shall at all times indemnify and hold harmless Escrow Agent and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs (including reasonable attorney's fees), professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by Escrow Agent, whether direct, indirect or consequential as a result of or in connection with any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with all and any acts or omissions of Escrow Agent in respect of the Escrow Material as contemplated under this Agreement.
- 13.3 The Licensor shall, where Escrow Agent has acted pursuant to Clause 12.6 above, assume all liability and shall at all times indemnify and hold harmless Escrow Agent and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs (including reasonable attorney's fees), professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by Escrow Agent, whether direct, indirect or consequential as a result of or in connection with any claim by a Licensor, Licensee or any third party(s) that Escrow Agent has either failed to release some or all of the correct Escrow Material on a Release Event or has released Escrow Material that it should not have released.

14 Term and Termination

- 14.1 This Agreement and any Deposit Account Agreement shall continue until terminated in accordance with this Clause 14.
- 14.2 If Licensor or Licensee, as the case may be, fails to pay an invoice addressed to it for services under this Agreement and/or any Deposit Account Agreement within 30 days of its issue, Escrow Agent reserves the right to give that party written notice to pay the outstanding invoice within 30 days. If Licensor has not paid its invoice by the expiry of the 30 day notice period, Escrow Agent will give Licensee(s) a period of 30 days to pay Licensor's invoice. If Licensor or Licensee (as appropriate) has not paid its invoice after being given notice in accordance with this Clause, Escrow Agent shall have the right to terminate this Agreement, the relevant Deposit Account Agreement or the registration of Licensee (as appropriate) without further notice. Any amounts owed by Licensor but paid by Licensee(s) will be recoverable by Licensee(s) direct from Licensor as a debt and, if requested, Escrow Agent shall provide appropriate documentation to assist in such recovery.
- 14.3 Upon termination of this Agreement and/or a Deposit Account Agreement in their entirety under the provisions of Clause 14.2, for 30 days from the date of termination Escrow Agent will make the relevant Escrow Material available for collection by Licensor or its agents from the premises of Escrow Agent during office hours. After such 30 day period Escrow Agent has the authority to destroy the Escrow Material.
- 14.4 Notwithstanding any other provision of this Clause 14, Escrow Agent may resign as escrow agent hereunder and terminate this Agreement and/or a Deposit Account Agreement(s) by giving sixty (60) days written notice to Licensor and Licensee(s). In the event that this Agreement and/or a Deposit Account Agreement is terminated in its entirety, Licensor and Licensee(s) shall appoint a mutually acceptable new custodian on similar terms and conditions to those contained herein. If a new custodian is not appointed within 14 days of delivery of such notice, Licensor or Licensee(s) shall be entitled to request the American Arbitration Association to appoint a suitable new custodian upon terms and conditions consistent with those in this Agreement. Such appointment shall be final and binding on Licensor and Licensee(s). If Escrow Agent is notified of the new custodian within the notice period, Escrow Agent will forthwith deliver the Escrow Material to the new custodian. If Escrow Agent is not notified of the new custodian within the notice period and this Agreement and/or a Deposit Account Agreement has been terminated in its entirety, Escrow Agent will return the Escrow Material to Licensor.

- 14.5 A Standard Licensee or Registered Licensee may terminate any and all Deposit Account Agreements in respect of itself only at any time by giving sixty (60) days prior written notice to Escrow Agent.
- 14.6 If the License Agreement with a Registered Licensee has expired or has been lawfully terminated, then Registered Licensee shall give notice to Escrow Agent within 14 days thereof to terminate its interest under the relevant Deposit Account Agreement(s), failing which, Licensor shall be entitled to give written notice to Escrow Agent to terminate the relevant Registered Licensee's interests under the relevant Deposit Account Agreement(s). Upon receipt of such a notice from Licensor, Escrow Agent shall notify Registered Licensee of Licensor's notice to terminate. Unless within 30 days of Escrow Agent giving such notice to Registered Licensee, Escrow Agent receives a counter-notice from Registered Licensee disputing the termination of the License Agreement, then Registered Licensee shall be deemed to have consented to such termination and Registered Licensee's rights under the relevant Deposit Account Agreement shall immediately automatically terminate. Any disputes arising under this Clause shall be dealt with in accordance with the dispute resolution procedure in Clause 8. Upon termination of all Registered and Standard Licensees under a Deposit Account Agreement under this Clause, Escrow Agent shall return the Escrow Material to Licensor.
- 14.7 Subject to Clause 14.6, Licensor may only terminate the interests of any Registered Licensee under a Deposit Account Agreement with the written consent of that Registered Licensee.
- 14.8 Subject to Clause 14.6, Licensor may only terminate this Agreement or a Deposit Account Agreement in its entirety with the written consent of all Registered Licensees.
- 14.9 Licensor may terminate the interests of any Standard Licensee under a Deposit Account Agreement at any time by submitting to Escrow Agent a new list in the form set out in Appendix 3.
- 14.10 A Deposit Account Agreement shall automatically immediately terminate in respect of a Licensee upon release of the Escrow Material to that Licensee in accordance with Clause 7.
- 14.11 If this Agreement or a Deposit Account Agreement is superseded and replaced by a new agreement in respect of the Escrow Material, this Agreement and/or the relevant Deposit Account Agreement shall, upon the coming into force of the new agreement in respect of a Licensee, automatically terminate in respect of that Licensee. When this Agreement and/or a Deposit Account Agreement has been terminated in respect of all Licensees who are registered under it, it shall immediately terminate in its entirety. The relevant party or parties shall request Escrow Agent to either transfer the Escrow Material to the new agreement or ask Licensor under the new agreement to deposit new material. If new material is deposited, upon its receipt, Escrow Agent shall, unless otherwise instructed, destroy the Escrow Material.
- 14.12 The termination of this Agreement and/or a Deposit Account Agreement in respect of a Licensee shall be without prejudice to the continuation of this Agreement and/or the Deposit Account Agreement in respect of any other Licensees.
- 14.13 If any terminations of Licensees' interests under this Agreement and/or a Deposit Account Agreement result in there being no Licensees registered under this Agreement and/or the Deposit Account Agreement, unless otherwise instructed by Licensor, this Agreement and/or the Deposit Account Agreement will continue and the Escrow Material will be retained by Escrow Agent pending registration of other Licensees.
- 14.14 The provisions of Clauses 1, 4.2, 6, 9, 10, 11.1, 12, 13, 14.14 to 14.16 (inclusive) and 15 shall continue in full force after termination of this Agreement.
- 14.15 On and after termination of this Agreement and/or a Deposit Account Agreement, Licensor and/or Licensee(s) (as appropriate) shall remain liable to Escrow Agent for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.
- 14.16 The termination of this Agreement and/or a Deposit Account Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.
- 15 General**
- 15.1 Licensor and Licensee(s) shall notify Escrow Agent and each other, within 30 days of its occurrence, of any of the following:
- 15.1.1 a change of its name, principal office, contact address or other contact details; and
 - 15.1.2 any material change in its circumstances that may affect the validity or operation of this Agreement or a Deposit Account Agreement.
- Escrow Agent shall be entitled to contact any party to this Agreement (including Standard Licensees) as required to enable it to provide its services under this Agreement, including, but not limited, to verify that it has up-to-date contact details.
- 15.2 This Agreement shall be deemed entered into in Georgia and will be governed by and construed according to the laws of the state of Georgia, excluding that body of law known as conflict of law. The parties agree that any dispute arising under this Agreement, except as provided in Clause 8, will be resolved in the state or federal courts in Atlanta, Georgia and the parties hereby expressly consent to the jurisdiction thereof.
- 15.3 This Agreement and the relevant Deposit Account Agreement together with any relevant Order Form and, in

respect of each Registered Licensee, their Registration Agreement and in respect of each Standard Licensee, the inclusion of them in the Appendix 3 list and any relevant Escrow Agent standard terms and conditions including Escrow Agent escrow terms and conditions and, where applicable, Escrow Agent verification terms and conditions represents the whole agreement relating to the escrow arrangements between Escrow Agent, Licensor and that Licensee for the Software and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between these documents, the terms of this Agreement shall prevail.

15.4 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if dispatched by certified or registered mail (airmail if overseas) addressed to the address specified for the parties in this Agreement or their Registration Agreement (or such other address as may be notified to the parties from time to time) or if sent by facsimile message to such facsimile number as has been notified to the parties from time to time and shall be deemed to have been received:

- (i) if delivered by hand or courier, at the time of delivery;
- (ii) if sent by certified or registered mail (airmail if overseas), 3 business days after posting (6 days if sent by airmail);
- (iii) if sent by facsimile, at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.

Licensor (as amended from time to time):

BUSINESS CONTACT

Company: _____
 Contact: _____ Title: _____
 Address: _____
 City, State, Zip: _____
 Telephone: _____ Fax: _____
 Email: _____

TECHNICAL CONTACT

Company: _____
 Contact: _____ Title: _____
 Address: _____
 City, State, Zip: _____
 Telephone: _____ Fax: _____
 Email: _____

BILLING CONTACT (If different from above)

Contact: _____ Title: _____
 Address: _____
 City, State, Zip: _____
 Telephone: _____ Fax: _____
 Email: _____
 Purchase Order (if applicable): _____

Escrow Agent (as amended from time to time):

BUSINESS CONTACT

Company: _____
 Contact: _____ Title: _____
 Address: _____
 City, State, Zip: _____
 Telephone: _____ Fax: _____
 Email: _____

15.5 Except where Licensor or Licensee merges, is acquired or has substantially all of its assets acquired and the new entity or acquirer agrees to assume all of their obligations and liabilities under this Agreement and the relevant Deposit Account Agreement, Licensor and Licensee shall not assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other parties.

- 15.6 Escrow Agent shall be entitled to transfer or assign this Agreement upon written notice to both Licensor and all Licensees.
- 15.7 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.
- 15.8 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.
- 15.9 Save as expressly provided in this Agreement, no amendment or variation of this Agreement or a Deposit Account Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it.
- 15.10 Escrow Agent shall, on request by Licensor or Standard or Registered Licensee, provide a copy of this Agreement to the relevant Standard or Registered Licensee(s) stated in the request.
- 15.11 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.
- 15.12 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to Clause 7.6, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.
- 15.13 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Signed for and on behalf of [Licensorname]

Name:

Position: (Authorized Signatory)

Signed for and on behalf of NCC GROUP ESCROW ASSOCIATES, LLC

Name:

Position: (Authorized Signatory)

Schedule 1 (Deposit Form)

ESCROW MATERIALS DEPOSIT FORM	
Escrow Account Number:	[Agreement Number]
Product Name:	[Software Name]
Deposit Account Number:	[]
Date:	

DEPOSITOR DETAILS

Company Name:		Technical Contact:	
Address:		Signature:	
		Position:	
Telephone No:		Email Address:	

MATERIAL DETAILS

Media Type (e.g. Disc, Tape etc.)	Number of media items	Name of Software	Version/Release
Hardcopy Documents (please supply details):			
Softcopy Documents (please give location on media, e.g. \docs\build):			
What Hardware was used to create the media deposit?			
What Operating System was used?			
What Backup Command/Software was used?			
What Software Compression has been used?			
What Encryption/Password Protection has been used?			
In what Development Language is the source code written?			
Approximate size of the data on the media in megabytes?			
Provide details of any third party software required to access/compile the material.			
Provide details of any additional build information.			

The following information MUST be provided for Escrow Agent to accept the deposit of escrow material:

If this is your initial/first deposit, please fill in Section 1.

If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1: Initial Deposit (First Deposit) – Is this a complete deposit? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, please indicate when the rest of the deposit will be sent
SECTION 2: Deposit Updates/Replacements – Is the deposit a complete replacement of any of the previous deposits? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, would you like the past deposit(s) to be: <input type="checkbox"/> RETAINED <input type="checkbox"/> RETURNED <input type="checkbox"/> DESTROYED *For returns and destroys, please specify which deposit(s) this applies to by reference to the month and year of delivery to Escrow Agent (Tick 'ALL' if all previous deposits): <input type="checkbox"/> All <input type="checkbox"/> SPECIFIC DEPOSIT(S):

Signature of Recipient:	Date material received by Escrow Agent:
-------------------------	---

Appendix 1

Template Deposit Account Agreement

Agreement dated:

Between:

- (1) [Licensorname] whose principal office is at [Licensoraddress] ("Licensor"); and
- (2) NCC Group Escrow Associates, LLC, a corporation organized and existing under the laws of Georgia with its principal office at 11605 Haynes Bridge Road, 400 Northwinds, Suite 550, Alpharetta GA 30009 USA ("Escrow Agent").

Agreement:

In consideration of the mutual obligations and undertakings contained in the multi licensee deposit account software escrow agreement number _____ dated _____ ("Agreement") between the Licensor and Escrow Agent, the parties to this agreement agree as follows:

- 1 This agreement is a Deposit Account Agreement (as defined in the Agreement).
- 2 This Deposit Account Agreement is supplemental to and governed by the terms and conditions of the Agreement.
- 3 This Deposit Account Agreement relates to the Escrow Material as defined in the Agreement and as described in Schedule 1 below.
- 4 Escrow Agent's fees are payable as set out in the Order Form.

Signed for and on behalf of [Licensorname]

Name:
 Position: (Authorized Signatory)
 Date:

Signed for and on behalf of NCC GROUP ESCROW ASSOCIATES, LLC

Name:
 Position: (Authorized Signatory)
 Date:

Schedule 1

Description of Escrow Material

Product name	Product description
Deposit Account No. [1]	

Appendix 2

Registration Agreement

NOTE: A COPY OF THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORIZED SIGNATORY AND RETURNED TO ESCROW AGENT BEFORE A LICENSEE CAN CLAIM PROTECTION UNDER THE RELEVANT DEPOSIT ACCOUNT.

Agreement between:

- (1) [Licensorname] whose principal office is at [Licensoraddress] ("Licensor");
- (2) NCC Group Escrow Associates, LLC, a corporation organized and existing under the laws of Georgia with its principal office at 8302 Dunwoody Place, Suite 150, Atlanta GA, 30350, USA ("Escrow Agent"); and
- (3) Licensee's Name:
 whose principal office is at
 ("Licensee");

Agreement:

- 1. This registration agreement ("Registration Agreement") is supplemental to the terms and conditions of the multi licensee deposit account software escrow agreement number [Agreement#] dated _____ ("Escrow Agreement") and the Deposit Account Agreement(s) (as defined in the Escrow Agreement) number(s) _____ dated _____, both between Licensor and Escrow Agent.
- 2. This Registration Agreement, the Escrow Agreement and the relevant Deposit Account Agreement(s) together shall form a binding agreement between Licensor, Escrow Agent and Licensee in accordance with the terms of the Escrow Agreement.
- 3. Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement, including the payment obligations defined below, as though they were a party to the Escrow Agreement and the Deposit Account Agreement and named therein as a Licensee.
- 4. Licensor and Licensee agree to compensate Escrow Agent for its services pursuant to this agreement according to the schedule following:

	DESCRIPTION	RATE	LICENSOR	LICENSEE
1	Annual Escrow Management Fee	\$	100%	NII
2	Deposit Account Initial Fee	\$	100%	NII
3	Licensee Registration Fee (per individual Licensee registered, payable upon registration and upon the escrow account's anniversary every year thereafter)	\$	100%	NII
4	Scheduled Update Fee (2 nd and subsequent scheduled deposits in any one year, payable on completion of this Agreement and in advance of each anniversary thereafter)	\$	100%	NII
5	Licensee Termination Fee	\$	100%	NII
6	Release Fee	\$525.00	NII	100%

- 5. This Registration Agreement shall take effect when Escrow Agent has registered Licensee as a party to the relevant Deposit Account Agreement.
- 6. The Release Events for the undersigned Licensee are as follows:
 - (i) a receiver, trustee, or similar officer is appointed for the business or property of Licensor; or
 - (ii) Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Licensee that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or
 - (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or
 - (i) Licensor takes any corporate action authorizing any of the foregoing; or
 - (ii) any similar or analogous proceedings or event to those in Clauses 6.1.1 to 6.1.3 above occurs in respect of Licensor within any jurisdiction outside Canada; or
 - (vi) Licensor ceases to carry on its business or the part of its business which relates to the Software; or

- (vii) Licensor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software under the License Agreement or any maintenance agreement entered into in connection with the Software and has failed to remedy such default notified by Licensee to Licensor within a reasonable period.

Signed for and on behalf of [Licenseename]

Name:|
Position:| (Authorized Signatory)
Date:|

Signed for and on behalf of [Licensorname]

Name:|
Position:| (Authorized Signatory)
Date:|

Signed for and on behalf of NCC GROUP ESCROW ASSOCIATES, LLC

Name:|
Position:| (Authorized Signatory)
Date:|



Appendix 3

Standard Licensee List

NOTE: A COPY OF THIS STANDARD LICENSEE LIST MUST INCLUDE THE LICENSOR NAME, THE NAME OF THE PERSON AT THE LICENSOR SUBMITTING THE LIST AND THE DATE SUBMITTED TO ESCROW AGENT AND MUST BE RETURNED TO THE ESCROW AGENT BEFORE A STANDARD LICENSEE CAN CLAIM PROTECTION UNDER THE RELEVANT DEPOSIT ACCOUNT.

Licensor Name:

Form submitted by:

Date submitted:

Product name:

Deposit Account Number: [1]

Standard Licensee #1

Company Name: _____

Contact: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Deposit Account Number(s): _____

Standard Licensee #2

Company Name: _____

Contact: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Deposit Account Number(s): _____

Product name:

Deposit Account Number: [2]

Standard Licensee #1

Company Name: _____

Contact: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Deposit Account Number(s): _____

Standard Licensee #2

Company Name: _____

Contact: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Deposit Account Number(s): _____

DRAFT