

Rev 1

Date Returned to PM:

APPENDIX D – eCitation Module

A. E-Citation Module Terms and Conditions:

ARTICLE 1. GRANT OF RIGHTS

- a) License. For purposes of this Appendix D, eCitation Module of this Contract, “Services” shall mean LexisNexis® eCitation for law enforcement which enables electronic ticket writing and the ability to print citations on demand. The License granted for Services under this Contract authorizes the County on a nonexclusive basis to use the Services on Designated Equipment as outlined in Section B below. Upon full execution of this Contract and proper payment of all fees herein, Contractor grants County a restricted, limited, revocable license to use the Services only as set forth in this Contract and for no other purposes, subject to the restrictions and limitations set forth below:
- i. County shall not use the Services for marketing purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
 - ii. County shall not access or use Services from outside the United States without Contractor’s prior written approval; and
 - iii. County shall not use the Services to create a competing product or provide data processing services to third parties; and
 - iv. County’s use of the Services hereunder will not knowingly violate any agreements to which County is bound; and
 - v. County shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
 - vi. County may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
 - vii. County shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include County’s employees who have a need to know such information); and
 - viii. County shall not permit any third party (third parties shall not include County’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to County; and
 - ix. County shall comply with all laws, regulations, and rules which govern the use of the Services.
- b) In addition Contractor may impose restrictions and/or prohibitions on the County’s use of the Software, or certain data or no longer offer certain functionalities or features that may

be the result of modification of third-party agreements, a Security Event, a change in law or regulation, or the interpretation thereof. Upon written notification by Contractor of such restrictions, County agrees to comply with such restrictions or, in the event that County is unable to comply, it shall notify Contractor in writing of its inability to comply within a reasonable period of time not to exceed twenty (20) days after receipt of Contractor's written notification. In that event, either party may immediately terminate this Contract by providing written notice thereof to the other party without such termination constituting a breach of this Contract.

If Contractor determines that the continued provision of any Service entails a potential security risk, or that the County has materially breached its security obligations in Exhibit A, or that the County is in violation of any regulation or law, Contractor may take immediate action, including, without limitation, immediately suspend the delivery or use of any affected Service until, such violation or breach has been cured. In addition to the foregoing, in the event of a County Security Event, Contractor may terminate the affected Service without further obligation or liability of any kind. For the purposes of this section, the term "potential security risk" shall mean a situation in which Contractor learns that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person.

ARTICLE 2. DELIVERY

- a) Software. The Contractor shall deliver to the County a master copy of the Software licensed hereunder in object code form, suitable for reproduction on County owned hardware, in electronic files only. For purposes of this Contract, "Software" shall mean the computer programs in machine readable object code form listed in Section B below and any subsequent error corrections or updates supplied to the County by the Contractor pursuant to this Contract. Section "B" may be amended from time to time by the parties in writing.
- b) Web Based Software. Web based applications shall be delivered to the County within thirty (30) days of the execution of this Contract. All County license keys, usernames, and passwords shall be authenticated by the Contractor and materially perform according to Section B".
- c) Documentation. The Contractor shall deliver copies of the associated Software Documentation to the County.

ARTICLE 3. RETENTION AND DISTRIBUTION

For purposes of this Contract, "Report" shall mean any documented incident. Reports shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. Contractor will maintain a copy of each Report for a period of no less than five (5) years from the date of the Report. Contractor will distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with all applicable laws and regulations.

ARTICLE 4. SUPPORT AND MAINTENANCE SERVICES

- a) Contractor Obligations. In consideration for the maintenance and support fees, Contractor shall provide the County with the following support and maintenance services for the Services:

- i. Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet.
- ii. Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet.
- iii. Provision of available medium upgrades (version with additional / enhanced functions) for download via the Internet.
- iv. Provision of available major upgrades (version with substantially enhanced volume of functions).
- v. Information via electronic communication (email) when new minor/medium/major updates are available.

The support and maintenance services listed in this clause only comprise the products licensed by the County, but not any new products of the same product family. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products for which this Contract has been concluded.

- b) Telephone Support. For the term of this Contract, Contractor shall provide telephone for queries for specific technical problems and failures provided that all requests for support must be made to Contractor Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- i. Level A: System does not work.
- ii. Level B: System works with limited functions.
- iii. Level C: System basically working. Just errors/problems with specific functions.

Contractor ensures the following response times (via phone or e-mail) to the County:

- i. Level A: Response within the two hours of notification (Monday - Friday, 8 a.m. until 5 p.m. local time).
- ii. Level B: Response within twenty-four hours or less (Monday - Friday, 8 a.m. until 5 p.m. local time).
- iii. Level C: Response within the next working (Monday - Friday, 8 a.m. until 5 p.m. local time).

- c) Email Support. For the term of this Contract, Contractor shall provide support via email. The error and priority levels set forth in Article 8 b above and the response times indicated therein are applicable.
- d) After Hours Support. County may contact LexisNexis Application Support after hours and on weekends with the options of a call back during normal business hours for non-emergency situations, or a call back within 30 minutes for emergency situations.

- e) Subject Matter of Support Services. The subject matter of support services in Article 8 a and b above is the help with installation or operation problems and alleged program errors. Installation services or other support services at the County's location are not a subject matter of this Contract.
- f) Payments. Any and all support and maintenance services under this Contract shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by Contractor as set forth in Exhibit "B".

ARTICLE 5. SOFTWARE MODIFICATIONS

- a) Error Corrections and Updates. The Contractor will, as needed to maintain the application , issue and/or provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form, that are generally made available to customers along with any corresponding changes to documentation.,
- b) Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the licensed Software. When requested by the County, the Contractor may provide the requested system enhancements/modifications. Upon the County's request for such enhancements/modifications the County shall prepare a mutually agreeable Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

The SOW shall include detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall be executed by both parties and shall automatically incorporate the terms and conditions of this Agreement.

- i. Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested, with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.
- c) Title to Modifications. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Contractor.

ARTICLE 6. OPERATING ENVIRONMENT FOR INFORMATION SYSTEMS

The Programs, and each module or component and function thereof, will be capable of operating fully and correctly in the operating environment identified in the Scope Of Services. To the best of Contractor's knowledge based on the information provided by the County, the addition or connection of other computer equipment to the County's Equipment will not adversely affect performance of the System.

ARTICLE 7. INSURANCE

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 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.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974**

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 assure that the insurance policies required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the insurance policies are scheduled to expire during the term of the Contract, the Contractor shall ensure that such policies are renewed no less than ten (10) calendar days before such expiration. In the event that such insurance policies are not replaced or renewed to cover the Contract Term, the County shall request written proof that new policies are in place. If written documentation is not received within ten (10) calendar days, County may suspend the Contract until the new policies are in place. Contractor shall provide a Certificate of Insurance upon written request from the County.

ARTICLE 8. DISPUTE RESOLUTION PROCESS

- a) If there are any 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; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses, the parties will call for progressive management involvement as provided below:

Level	Contractor	County	Timeframe
First Level	Account Manager	ITD Public Safety Applications Computer Services Manager	5 days
Second Level	Director of Sales	MDPD IT Services Bureau Commander	5 days
Third Level	Sr. Executive LexisNexis Claims Solution, Inc.	County Mayor or Designee	5 days

- b). The allotted time for the first-level negotiators will begin on the date of the invoking party's notice. If a resolution is not achieved by the negotiators at any given management level at the end of their allotted time, then the allotted time for the negotiators at the next management level, if any, will begin immediately. If negotiators at the final management level do not achieve a resolution within their allotted time, then either party may pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 9. WARRANTIES

- a) Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

- b) Limited Warranty. Contractor represents and warrants to the County that the Software, when properly installed by the County and used with the Designated Equipment, will perform substantially as described in Exhibit A for a period of one year from the date of acceptance.
- c) Limitations. Notwithstanding the warranty provisions set forth in Article 38b above, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, or extreme power surge.
- d) Contractor's Sole Remedy. The Contractor's entire liability and the County's exclusive remedy for breach of this Article shall be, at the County's option repair or replacement of the Software; provided the Contractor receives written notice from the County during the warranty period of a breach of warranty. Any replacement Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.
- e) EXCEPT AS PROVIDED ABOVE, THE SERVICES PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER. For purposes of this section, "Contractor" includes Contractor and its Affiliates, subsidiaries, parent companies, and data providers.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES

County represents and warrants to Contractor that County is fully authorized to disclose Reports, information, and related data or images to Contractor in accordance with this Agreement and to grant Contractor the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Contractor, County represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Contract, each Party agrees to use any data and provide any services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

ARTICLE 11. SOFTWARE ESCROW

The County requires that the Contractor maintain a software escrow account to protect against failure of the Contractor to provide the agreed upon services. A copy of the Contractor's licensed software source code, is to be kept by a trusted escrow agent pursuant to the terms of the Escrow Agreement. Contractor will escrow the initial source code and then update the source code once the customization is complete. The Parties agree that Contractor will use best efforts to finalize the Escrow Agreement within six (6) months from the date of this Agreement. The County agrees that Contractor's failure to execute an Escrow Agreement within six (6) months from the date of this Agreement shall not constitute breach of this Agreement. However, failure to comply with the

Escrow requirements contained herein within period of twelve (12) months may be considered an Event of Default in accordance with Article 32. Upon execution of the Escrow Agreement, the Parties agree to enter into an amendment to this Agreement to update Appendix B to include escrow pricing.

In the event of a “release event” as defined under the Escrow Agreement, County’s use of such software source code will be subject to the terms and conditions under this Agreement.

Article 12. TERM. The term for eCitation Services under this Agreement shall be through May 31, 2021. County shall pay an annual fee for the services as provided in Section C below.

Article 13. AUDITS:

a). County Audit Rights. 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 reasonable access to and the right to examine any of the Contractor's books, documents, papers and records to ensure Contractor is in compliance with its obligations for the handling of County's information under this Agreement and to ensure County is paying the amounts to which Contractor is properly entitled under the Agreement. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. County agrees to abide by all security policies and other application policies of Contractor in conducting such audits. 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.

b). Contractor Audit Rights. County understands and agrees that, in order to ensure County's compliance with the Agreement, as well as with applicable laws, regulations and rules, Contractor's obligations under its contracts with its data providers, and Contractor's internal policies, Contractor may conduct periodic reviews of County's use of the Services and may, upon reasonable notice, audit County's records, processes and procedures related to County's use, storage and disposal of the Services and information received therefrom. County agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Contractor will be subject to immediate action including, but not limited to, invoicing for any applicable Fees (if Services are based on number of users and County's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

Article 14. CONFIDENTIALITY.

“Confidential Information” means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was,

at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement. 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 Party, 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 other party. The County and the Contractor agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

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 confirmed 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.

It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the non-breaching party shall be entitled to injunctive relief to restrain any such breach or threatened breach. Upon written request 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, unless retention of such information is required by law, regulation, court order, or other similar mandate. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

Each party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Contractor retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and County shall use such information consistent with such right, title and interest and notify Contractor of any threatened or actual infringement thereof. County shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

A party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena,

court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

Upon the written request of a party, each party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.

During the term of this Agreement and subject to approval by County, County agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Contractor; (iii) the use of County's name in Contractor marketing activities; or (iv) a favorable reference of Contractor to an industry analyst or at an industry conference.

Article 15. COMPLIANCE WITH LAW.

Each party agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal and State laws which may pertain to the provision of the Services provided under this Contract, including, but not limited to:

- a) Driver's Privacy Protection Act. County is required to comply with the Federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq., and its state analogues, as applicable.
- b) Fair Credit Reporting Act. The Services provided pursuant to this Contract are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. County certifies that it will not use any of the information it receives through the Services in connection with any purpose for which a consumer report may be used under the FCRA or any similar state statute, or for commercial solicitation purposes (which use is strictly prohibited). County shall not use the Services for employment purposes, including hiring, termination, and promotion decisions.
- c) Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Contract executed by the Parties, County will not provide Contractor with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- d) Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, County acknowledges that, under this Contract, Contractor will not provide Social Security Numbers to County. Should County require Social Security Numbers in connection with its legal and permitted use of the Services hereunder, County should contact 1-866-215-2771 for assistance.
- e) Privacy Principles. County shall comply with the "Contractor Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Contractor shall notify County in writing in the event that material changes are made to the Contractor Data Privacy Principles.
- f) Security. County agrees to protect against the misuse and/or unauthorized access of the

Services provided to County in accordance with this Contract and as set forth in Exhibit A, attached hereto.

Article 16. LIMITATION OF LIABILITY.

County acknowledges and agrees that the consideration which the Contractor is charging hereunder does not include any consideration for assumption of the risk of the county's consequential or incidental damages which may arise in connection with county's use of the software and documentation. Any provision herein to the contrary notwithstanding, the aggregate maximum liability of Contractor to any person, firm or entity whatsoever arising out of or in the connection with any license, use or other employment of any Software or Service delivered to the County hereunder, whether such liability arises from any claim based on breach or repudiation of Contract, warranty, tort or otherwise, shall in no case exceed two times the total amount of Fees actually received by Contractor from County (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period giving rise to such liability, and if not yet in the twelfth (12th) month of this Contract, for the period leading up to such event. .

Article 17. Article 12 of the Agreement titled "Protection of Software" shall be replaced with the following:

- a) Proprietary Information. The parties acknowledges that all Software and Documentation constitutes or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use. Contractor acknowledges County may provide information or materials which the County has developed at its own expense, the disclosure of which could hard the County's proprietary interest therein.
- b) Proprietary Rights. The parties hereby acknowledges and agrees that the a disclosing party retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by it hereunder, including all copyright and other proprietary rights therein. A receiving party (as well as its employees, agents, subconsultants and suppliers) may use a disclosing party's proprietary information only in connection of the performance of its obligations and/or rights under this Agreement.
 - i. All rights, title and interest in and to a disclosing party's certain ideas, designs and methods, specifications and other documentation related thereto or developed by a disclosing party hereunder shall remain the property of the disclosing creating party unless otherwise set forth in a SOW signed by both parties.
- c) No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.
- d) Ownership. County further acknowledges that all copies of the Software in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation

consistent with maintenance of Contractor's proprietary rights therein.

- e) 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 18. Article 15 of the Contract titled "Indemnification and Insurance" shall be replaced with the following:

"The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which are asserted against the County or its officers, employees, agents or instrumentalities by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement (ii) the gross negligence or willful misconduct of the Contractor during the term of this Agreement or (iii) any death or injury caused by Contractor's performance of its obligations under the Agreement. The indemnities in this section are subject to the County promptly notifying the Contractor in writing of any claims or suits. 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."

Article 19. TERMINATION. In addition to Article 16 of the Agreement, the following termination rights shall apply:

Contractor may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the County. Additionally, Contractor may terminate this Agreement for cause if the County breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the Contractor, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by the County shall be considered a material default.

Contractor may, upon a mutually agreeable timeframe, written notice to County, terminate any Service that will no longer be supported or offered by Contractor. Contractor will make reasonable efforts to transition County to a similar Service, if available. Further, Contractor may at any time cease to provide County access to any portions of features of the Services thereof which Contractor is no longer legally or contractually permitted to provide.

Upon termination of this Contract, each party shall be liable for payment to the other party of all amounts due and payable for Services provided through the effective date of such termination. To clarify, in the event of termination by the County, the Contractor shall refund to the County a prorated portion of any annual fees for any unused months of Services. Upon receipt of County's written request after termination, Contractor shall provide County with access to Reports provided by County under this Agreement and/or data provided through provision of the Services by County so County may download and/or copy such information. Contractor shall not be obligated to delete from its databases (or from other storage media) and/or return to County, Reports already provided to Contractor by County, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable

laws and regulations. .

Article 20. WARRANTIES. The following warranties shall be added to Section 14, Warranties:

14.5. County's Sole Remedy. The Contractor's entire liability and the County's exclusive remedy for breach of this Article shall be, at the County's option repair or replacement of the Software; provided the Contractor receives written notice from the County during the warranty period of a breach of warranty. Any replacement Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

14.6. EXCEPT AS PROVIDED ABOVE, THE SERVICES PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER. For purposes of this section, "Contractor" includes Contractor and its Affiliates, subsidiaries, parent companies, and data providers.

B. eCitation Module Scope of Service:

DESCRIPTION OF MAINTENANCE SERVICES

Contractor, as part of its business has developed and makes available to law enforcement entities an electronic citation solution called LexisNexis® eCitation for law enforcement which enables electronic ticket writing and the ability to print citations on demand.

Contractor agrees to provide the following maintenance Services to MDPD subject to the provisions of the Contract. Any change to the Services as set forth in Appendix A that occur after the Agreement Effective Date must be made by amendment to the Contract, signed by both Parties. Contract will provide the following maintenance Services subject to MDPD's technology capabilities, processes, and work-flow functionality. Contractor will maintain the following components of the eCitation system:

- Voice response
- Distribution of citation numbers
- Ability to interface with NCIC, NLETS, and state databases to auto-populate Reports with applicable data
- Online agency administration portal to view Reports, generate analytics, and obtain information related to MDPD's Reports.

Contractor Maintenance Services include the following ongoing support:

- Support of protocol to electronically transfer Reports in a timely manner from MDPD to LexisNexis.
- Provide Report retention and distribution services as set forth in in Section 7 of the Agreement.

- Support to facilitate MDPD transfer of citation data to Agency-designated third parties (“ADTP”) and any record management system vendor (“RMS Vendor”). If MDPD uses an ADTP or RMS Vendor to write collision reports on its behalf, LexisNexis is hereby authorized to receive such approved collision reports from the ADTP or RMS Vendor for report dissemination.
- If maintenance requires updates to terms and conditions, MDPD will require users to accept those updates at the next login after the update has been provided. If there is a conflict between the terms and conditions and this Agreement, the terms of this Agreement shall control.

ASSUMPTIONS

- a) MDPD will work with Contractor to provide Contractor with the latest version of both MDPD Witness Form and TCATS ICD document required to maintain the Citation submission interface to the Clerk of Court.
- b) All the maintenance services provided under Appendix A will be conducted remotely by Contractor personnel virtually chaperoned by Miami-Dade County ITD personnel via the use of County selected remote access software.
- c) The Citation System will only be compatible with Microsoft Windows Operating System XP, 7, 8 and 10.

B. eCitation Module:

eCitation Module Fees		Total
Option Year to Renew 3 (2019 - 2020)		\$75,960
	Year 2019	
	LexisNexis eCitation Annual Support and Maintenance \$26,100	
	LexisNexis eCitation Annual Support and Maintenance for Custom Interfaces \$11,880	
	Year 2020	
	LexisNexis eCitation Annual Support and Maintenance \$26,100	
	LexisNexis eCitation Annual Support and Maintenance for Custom Interfaces \$11,880	

APPENDIX D EXHIBIT A: Security and Notification

Data Protection

MDPD shall take appropriate measures to protect against the misuse and unauthorized access through or to MDPD's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by County or any third party; or (iii) the Services and/or information derived therefrom. MDPD shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. MDPD shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to MDPD by LexisNexis from time to time in writing.

County's Information Security Program

MDPD shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("MDPD's Information Security Program"). MDPD's Information Security Program shall: (1) account for known and reasonably anticipated threats and MDPD shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. MDPD will promptly remediate any deficiencies identified in MDPD's Information Security Program. MDPD shall not allow the transfer of any personally identifiable information received from LexisNexis across any national borders outside the United States without the prior written consent of LexisNexis.

Agency Security Event

In the event MDPD learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "MDPD Security Event") MDPD shall:

- (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@lexisnexisrisk.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
- (ii) promptly investigate the situation; and
- (iii) obtain written consent from Contractor, not to be unreasonably withheld, prior to disclosing LexisNexis or the Services to any third party in connection with the MDPD Security Event; and
- (iv) if required by law, or in LexisNexis' discretion, MDPD shall:
 - a) notify the individuals whose information was disclosed that an MDPD Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the MDPD Security Event; and

- (v) remain solely liable for all costs and claims that may arise from the MDPD Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such MDPD Security Event); and
- (vi) provide all proposed third party notification materials to LexisNexis for review and approval prior to distribution.

In the event of an MDPD Security Event, Contractor may, in its sole discretion, take immediate action, including suspension or termination of MDPD's account, without further obligation or liability of any kind.