

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

205



FROM: District Attorney

SUBMITTAL DATE:
March 30, 2016

SUBJECT: Approval of the Professional Services and Maintenance/Support Agreement with Aeon Nexus Corporation to provide a configured Prosecutor Case Management System for five years. All Districts; [\$1,640,070 Total]; Asset Forfeiture Funds 52%; General Fund 48%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the professional services agreement with Aeon Nexus, to provide a configured Prosecutor Case Management System in an amount not to exceed \$845,820; and
2. Approve and execute the Maintenance and Support Services agreement including Enhancements, Training & Services with Aeon Nexus for five years in the aggregate amount of \$794,250 from the County's acceptance of the software; and
3. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of funding and approval by County Counsel, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed 10% of the aggregate total.

Michael Hestrin
District Attorney

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|--|----------------------|-------------------|--------------|-------------------------------------|---|
| COST | \$ 219,913 | \$ 625,907 | \$ 1,640,070 | \$ | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ | \$ | \$ 794,250 | \$ | |
| SOURCE OF FUNDS: Asset Forfeiture Funds 52%; General Fund 48% | | | | Budget Adjustment: NO | |
| | | | | For Fiscal Year: 15/16-21/22 | |

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY:
Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: April 12, 2016
xc: D.A., Purchasing

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: _____ District: _____ Agenda Number: _____

3-5

RCIT: Steve Reneker, CIO
 Lisa Brandl, Director
 Departmental Concurrence
 PURCHASING & FLEET SERVICES
 FORM APPROVED COUNTY COUNSEL
 Positions Added
 Change Order
 GREGORY P. PRIAMOS
 DATE
 A-30
 4/5 Vote

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Professional Services and Maintenance/Support Agreement with Aeon
Nexus Corporation to provide a configured Prosecutor Case Management System for five years.**

All Districts; [\$1,640,070 Total]; Asset Forfeiture Funds 52%; General Fund 48%

DATE: March 30, 2016

PAGE: 2 of 3

BACKGROUND:

Summary

The District Attorney's (DA's) Office currently uses several home grown and vendor supported applications to meet its case management needs. The primary Case Management System (CMS), Courtview's DAMION, was purchased in 1998 and received its most current version update (v4.2.0.1) in 2005. It uses a client-server based user interface with a proprietary Oracle (10.2.0.5.0) database backend. Due to a lack of flexibility several "shadow systems" have evolved over the years to manipulate the data that is contained within DAMION in order to meet our operational and business needs. Increasingly these "shadow systems" require integration with other systems, creating an expensive and wasteful cycle of redundant data entry and manual data replication.

Because the current DAMION CMS is based on a client-server configuration, data entry and information retrieval exist in a very structured format. This makes information retrieval and reporting a complex and challenging process. Extracting data requires extensive training or detailed knowledge that only comes from tedious repetitive usage. Also, due to the proprietary nature of the client software, access through other devices such as Tablets, Smartphones, or iPads is not possible, impeding DA users' ability to work remotely, paperlessly, or more efficiently.

The DA's office needs a CMS that not only tracks the progress of Criminal (Adult and Juvenile) cases, but tracks court events (arraignments, courtroom locations, dispositions, hearings, motions, etc.), discovery compliance, subpoena service tracking, evidence tracking, paperless data exchange with our criminal justice partners, and financial transaction recordings. Doing so in a digital manner avoids repetitive manual entries, which often lead to input inconsistencies and data errors. The new system will result in more accurate record keeping and enhance reporting outputs, thus facilitating improved statistical analysis to track and monitor performance measures, operational (in)efficiencies, identify countywide trends and to determine where and how best to deploy our limited resources.

Impact on Citizens and Businesses

Utilizing the new CMS's superior data collection and statistical analysis tools, we will be able to focus prosecution and law enforcement into areas where rising crime activity occurs anywhere in the County or at businesses that are habitually victimized. The CMS's ability to identify crime hotspots or individual criminals with particular locations in the County will greatly enhance our ability to aggregate charges and target criminal elements.

The CMS will act as the central hub with our Riverside County criminal justice partners resulting in almost instantaneous sharing of information with the defense, probation, law enforcement and the courts. By moving to a less paper driven process, our office and all of our County justice partners will realize significant savings in paper, ink, manpower, and storage costs. The discovery process is often the cog in the wheel in moving cases through the system. By having the ability to immediately discover information with all necessary parties, delays that often stretch into months will be eliminated and cases will move faster through the criminal justice system.

SUPPLEMENTAL:

Additional Fiscal Information

The contract is recommended to be awarded to Aeon Nexus in the amount of \$845,820 and will be funded with Asset Forfeiture funds with no additional Net County Cost. The balance of \$794,250 allocated for annual maintenance, support, enhancements and training will be funded by the General Fund. This General Fund cost is more than offset by the savings realized in discontinued annual maintenance, enhancements and training for the prior DAMION CMS. Over a five-year period, the new CMS will result in a total savings of \$200,290 of General Fund (NCC) dollars when compared to the existing annual maintenance fees for the DAMION CMS now charged to the General Fund. These cost savings demonstrate good stewardship of County public funds.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FORM 11: Approval of the Professional Services and Maintenance/Support Agreement with Aeon
 Nexus Corporation to provide a configured Prosecutor Case Management System for five years.**

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PAGE: 3 of 3

| | FY 15/16 | FY 16/17 | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | TOTAL |
|-----------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|
| Configure System | \$219,913 | \$625,907 | | | | | | \$845,820 |
| Maintenance & Support | | Warranty | \$67,250* | \$134,500 | \$134,500 | \$134,500 | \$134,500 | \$605,250 |
| Enhancements, Training & Services | | | \$21,000* | \$42,000 | \$42,000 | \$42,000 | \$42,000 | \$189,000 |
| | | | | | | | | |
| Total: | \$219,913 | \$625,907 | \$88,250 | \$176,500 | \$176,500 | \$176,500 | \$176,500 | \$1,640,070 |

* Partial Warranty Period, partial prorated Maintenance and Support for six months

Contract History and Price Reasonableness

The Purchasing Department on behalf of the District Attorney issued a Request for Proposal (RFP) DAARC-028 for a Prosecutor Case Management System. The RFP notification was viewed by 68 companies, and the County received bids from six (6) companies with six (6) companies being determined as responsive/responsible. The proposals were scored on a weighted average predetermined by the evaluation team. The top three scoring vendors were invited for product demonstrations. After scoring the demonstrations the evaluation team requested a best and final offer from the top two contenders. The bid ranges were from \$1.5M to \$4.7M.

The proposals were reviewed by an evaluation team consisting of District Attorney personnel from the DA's Bureau of Investigation, Victim Services Division, Clerical Division, Deputy District Attorney ranks, Technology Services Bureau, Administration Division and Management ranks. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the 266 functional requirements listed in the scope of service, the ability to perform, software and equipment capability, references and the overall cost.

The evaluation team recommends that the award be given to Aeon Nexus as the lowest responsive and responsible bidder in the amount of \$1,640,070.

The current incumbent for this service is Constellation Justice Systems, which did not submit the lowest most responsive/responsible bid.



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

| | | | |
|--|---|---------------------------------|--|
| H11 Number: | PR2015-03399 | | |
| Requested Purchase: | Case Management System | | |
| Department/Agency: | District Attorneys Office | | |
| Primary Contact/Phone: | Timothy Craney | Alternate Contact/Phone: | |
| Purchase Request Type: | | | |
| Describe Requested Purchase: | Case Management System to include software configuration, maintenance, hardware, and desktop equipment. | | |
| Terms: | <p>Is this a Multi Year Contract?: True</p> <p>Length of Contract: 5</p> <p>Start Date: 1/1/2016</p> <p>End Date: 1/1/2021 12:00:00 AM</p> <p>Special Terms and Conditions:</p> | | |
| Business Needs Addressed: | <p>The DA's office currently uses several home grown and vendor supported applications to meet its case management needs. At the center of all these applications is DAMION. DAMION is the primary case management application in the office.</p> <p>DAMION was purchased in 1998 and received its current version update in 2005. DAMION uses a client-server based user interface with a proprietary Oracle database backend. DAMION is loved by some in the office and hated by others, generally due to a lack of proper training or lack of consistent data input processes, but also due to dated functionality that does not take advantage of current technology. Even still, only a select few have a solid grasp of what is functionally possible in DAMION.</p> <p>Additionally, the reporting and legislative requirements the District Attorney's office is required to meet are constantly changing. Either through lack of training or lack of functionality DAMION is not able to meet those needs with agility. To compensate, several "shadow systems" have evolved over the years to manipulate data that is already contained within DAMION's database to meet those reporting and legislative needs. Increasingly these "shadow systems" are requiring integration with each other and sometimes even with DAMION, creating a cycle of redundant entry and data replication.</p> | | |
| Are there other county systems that provide the same functionality? | No | | |
| Business Criticality: | Run the Business, Transform the Business | | |
| Business Impact: | Support Current Operations, Improve Customer Service, Improve Operational Efficiencies | | |

Current Cost itemization (Include all the year 1 cost)

| Item Description | Purchase Type | Vendor | Quantity | Unit Cost | Sub_Total | Item Tax | Total Cost |
|-----------------------|-----------------------|---------------------------------|----------|-------------|--------------|------------|--------------|
| Dynamics CMS Solution | Professional Services | Aeon Nexus | 5,200 | \$175.00 | \$910,000.00 | | \$910,000.00 |
| Server | Equipment - New | DELL | 3 | \$39,500.00 | \$118,500.00 | 10665.0000 | \$129,165.00 |
| SAN Storage | Equipment - New | DELL | 1 | \$67,500.00 | \$67,500.00 | 6075.0000 | \$73,575.00 |
| iSCSI Switches | Equipment - New | DELL | 2 | \$7,600.00 | \$15,200.00 | 1368.0000 | \$16,568.00 |
| UPS | Equipment - New | APC Sales & Service Corporation | 1 | \$6,000.00 | \$6,000.00 | 535.0000 | \$6,535.00 |
| Tablet | Equipment - New | MICROSOFT | 300 | \$1,500.00 | \$450,000.00 | 40500.0000 | \$490,500.00 |
| Docking Station | Equipment - New | MICROSOFT | 300 | \$300.00 | \$90,000.00 | 8100.0000 | \$98,100.00 |



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

| | | | | | | | |
|---------|----------|----|-----|----------|--------------|------------|--------------|
| Monitor | Hardware | HP | 600 | \$200.00 | \$120,000.00 | 10800.0000 | \$130,800.00 |
|---------|----------|----|-----|----------|--------------|------------|--------------|

| Annual Costs | | | | |
|-------------------------------|--------------|------------------|----------------|-----------------------|
| Item Description | Payment Type | Terms (in Years) | Payment amount | Total Annual Payments |
| CMS Maintenance and Support | 778340000 | 5.00 | \$200,000.00 | \$1,000,000.00 |
| Subtotal Annual Costs: | | | | \$1,000,000.00 |

| Accounting String | | | | | | |
|---|---------------------|------------------------|--------------------|------------------|------------------|-----------------------------------|
| To be completed for pass-thru purchases that will be processed by RCIT Only | | | | | | |
| %Billed | Accounts (6 digits) | Dept.ID (6 -10 digits) | Program (5 digits) | Class (5 digits) | Grant (9 digits) | Customer Project Code (10 digits) |

Department Head Signature: Elaina Bentley (or Authorized designee) Date: 12/8/2015 3:13 PM

| RCIT Review (Purchases and renewal standard <\$25,000) - Administrative Review Status | | |
|---|-----|-------|
| Recommended: No | By: | Date: |
| Denial Explanation: N/A | | |

| ACIO Review (Non standard purchases and renewals between \$0K and \$100K) - ACIO Review Status | | |
|--|---------------------------|-------------------------|
| Recommended: No | BY: <i>Elaina Bentley</i> | Date: <i>12/16/2015</i> |
| Denial Explanation: <i>N/A Do not recommend custom development in Microsoft Dynamics then with the state solutions exist to ensure best levels of support at reduced ongoing costs</i> | | |

| TSOC Review (Purchases and renewals >\$100K) CIO Review Status | | |
|--|---------------------------|-----------------------|
| Recommended: No <i>Yes</i> | By: <i>Elaina Bentley</i> | Date: <i>1/7/2016</i> |
| Denial Explanation: <i>N/A Risk is low and CIO agreed to proceed based on the DA understanding that COTS offers lower risk and reduced resources to manage and maintain.</i> | | |



**COUNTY OF RIVERSIDE
OFFICE OF THE DISTRICT ATTORNEY**



DAARC-028

PROSECUTOR CASE MANAGEMENT SYSTEM



TABLE OF CONTENTS

| | | |
|-------------|--|------------------|
| 1 | AGREEMENT FOR PROSECUTOR CASE MANAGEMENT SYSTEM | 4 |
| 2 | LEGAL TERMS & CONDITIONS..... | 6 |
| 2.1 | <u>Solution Configuration</u> | <u>6</u> |
| 2.2 | <u>Solution, Services and Payment.....</u> | <u>6</u> |
| 2.3 | <u>Project Management Plan</u> | <u>6</u> |
| 2.4 | <u>Disaster Recovery</u> | <u>7</u> |
| 2.5 | <u>Additional DA Responsibilities</u> | <u>7</u> |
| 2.6 | <u>Warranties</u> | <u>7</u> |
| 2.7 | <u>Administration/Contract Liaison</u> | <u>8</u> |
| 2.8 | <u>Hold Harmless/Indemnification</u> | <u>9</u> |
| 2.9 | <u>Insurance</u> | <u>10</u> |
| 2.10 | <u>Intellectual Property Indemnification.....</u> | <u>11</u> |
| 2.11 | <u>Maintenance and Support Services</u> | <u>12</u> |
| 2.12 | <u>Confidential Information.....</u> | <u>14</u> |
| 2.13 | <u>Disputes</u> | <u>15</u> |
| 2.14 | <u>General</u> | <u>16</u> |
| 2.15 | <u>Records and Documents</u> | <u>17</u> |
| 2.16 | <u>Limitation of Liability</u> | <u>21</u> |
| 2.17 | <u>Priority of Documents.....</u> | <u>22</u> |
| 3 | ATTACHMENTS | 23 |
| 3.1 | <u>Attachment DEF- Definitions</u> | <u>23</u> |
| 3.2 | <u>Attachment NDA- Form of Non-Disclosure Agreement (NDA)</u> | <u>26</u> |
| 3.3 | <u>Attachment TRV-Travel Requirements</u> | <u>31</u> |
| 3.4 | <u>Attachment STE- On-Site Staffing</u> | <u>32</u> |
| 3.5 | <u>Attachment TRM- Termination.....</u> | <u>37</u> |
| 3.6 | <u>Attachment SD – Solution Development</u> | <u>39</u> |
| 3.7 | <u>Attachment CHG- Change Control</u> | <u>40</u> |
| 3.8 | <u>Attachment PRC- Pricing</u> | <u>42</u> |

| | | |
|--------------------|---|-------------------|
| <u>3.9</u> | <u>Attachment SOW- Statement of Work.....</u> | <u>48</u> |
| <u>3.10</u> | <u>Attachment SLA - Support/Maintenance</u> | <u>64</u> |
| <u>3.11</u> | <u>Attachment CNV- Conversion.....</u> | <u>72</u> |
| <u>3.12</u> | <u>Attachment PMP- Project Management</u> | <u>76</u> |
| <u>3.13</u> | <u>Attachment SSDLC- Secure System Development Life Cycle Handbook....</u> | <u>78</u> |
| <u>3.14</u> | <u>Attachment PER- Personnel</u> | <u>91</u> |
| <u>3.15</u> | <u>Attachment ROL- Roles and Responsibilities.....</u> | <u>92</u> |
| <u>3.16</u> | <u>Attachment RES- DA Responsibilities</u> | <u>100</u> |
| <u>3.17</u> | <u>Attachment DEL- Deliverables</u> | <u>101</u> |
| <u>3.18</u> | <u>Attachment ACC- Acceptance Process</u> | <u>104</u> |
| <u>3.19</u> | <u>Attachment SCH- Project Schedule</u> | <u>107</u> |
| <u>3.20</u> | <u>Attachment A43- Records Management and Archives Policy.....</u> | <u>109</u> |
| <u>3.21</u> | <u>Attachment A58- Riverside County Enterprise Security Policy</u> | <u>121</u> |
| <u>4</u> | <u>APPENDICES</u> | <u>122</u> |
| <u>4.1</u> | <u>Appendix A – Acceptance Actions / Change Log.....</u> | <u>123</u> |
| <u>4.2</u> | <u>Appendix B – Development Acceptance Certificate.....</u> | <u>124</u> |
| <u>4.3</u> | <u>Appendix C – Milestone Acceptance Certificate.....</u> | <u>126</u> |
| <u>4.4</u> | <u>Appendix D – Change Request Form.....</u> | <u>128</u> |
| <u>4.5</u> | <u>Appendix G1 – Riverside County User Agreement</u> | <u>130</u> |
| <u>4.6</u> | <u>Appendix G2 – Riverside County Remote Access Agreement</u> | <u>131</u> |
| <u>4.7</u> | <u>Appendix H1 – Hardware Configuration Details Worksheet.....</u> | <u>132</u> |
| <u>4.8</u> | <u>Appendix H2 – Solution Configuration Details Worksheet.....</u> | <u>133</u> |
| <u>4.9</u> | <u>Appendix H3 – Peripherals Configuration Details Worksheet</u> | <u>134</u> |
| <u>4.10</u> | <u>Appendix H4 – Configuration Parameters and Settings</u> | <u>135</u> |
| <u>4.11</u> | <u>Appendix I – DA Network Design Diagram.....</u> | <u>136</u> |
| <u>4.12</u> | <u>Appendix J – DA Background Check Package</u> | <u>137</u> |
| <u>5</u> | <u>FUNCTIONAL REQUIREMENTS</u> | <u>161</u> |
| <u>5.1</u> | <u>FUNCTIONAL REQUIREMENTS</u> | <u>161</u> |
| <u>5.2</u> | <u>TECHNICAL REQUIREMENTS</u> | <u>168</u> |

1 Agreement for Prosecutor Case Management System

Effective as of the date that this Agreement is executed by the County of Riverside (the "Effective Date").

| By and Between | And |
|---|---|
| AEON NEXUS CORPORATION ("AEON") 138 State Street Albany, NY 12207 | COUNTY OF RIVERSIDE, CA ("County") 3960 Orange Street Riverside, CA 92501 |
| Attention: | Attention: Timothy Craney |
| Telephone No.: | Telephone No.: (951) 955-0236 |
| Fax No.: | Fax No.: |
| E-Mail Address: | E-Mail Address: Timothy.Craney@RivCoDA.org |

This Agreement for Services sets forth the terms and conditions under which Aeon shall provide the Professional Services and Maintenance and Support Services described in the Attachments. The term "Agreement" means this Signature Page, the attached Terms and Conditions, and all Attachments, Appendices, or other documents attached to or incorporated into this Agreement, as well as any future amendments, change orders, or similar documents properly signed by the parties. Defined terms which are not defined herein shall have the meaning set forth in the Attachments.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

AEON NEXUS CORPORATION

By: _____
John J. Benoit, Chairman
Board of Supervisors

By: 
Name: MEGAN A. FARLEY
Title: OPERATIONS DIRECTOR

Dated: _____

Dated: 4/1/16

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Neal Kipnis,
Deputy County Counsel

2 Legal Terms & Conditions

2.1 Solution Configuration

2.1.1 Grant

Aeon grants to the Riverside County District Attorney's Office (DA) a configured solution to use the Microsoft Dynamics CRM DA Case Management Solution (referred to herein as the "CMS" or "Solution") and Documentation in accordance with the terms and conditions set forth in this Agreement. When the County has fully paid for the Solution, the final configuration, all versions and updates will be the property of the County, subject to the County's compliance with the terms and conditions of this Agreement.

Licensing for the Microsoft Dynamics CRM application is the sole responsibility of the County.

2.1.2 Scope of Rights

The DA may install the Dynamics CRM DA Case Management Solution on servers/processors in a Test/Staging/Production environment. The DA reserves the right to run the Solution on one or more processors and/or move the Solution to different environments such as Microsoft Azure.

Authorized End Users will have the right to access and use the Dynamics CRM DA Case Management Solution from any device as allowed in the DA Microsoft License Agreement. Aeon acknowledges that although the DA is the primary County agency responsible for Prosecution and related functions that are supported by the Solution, there are other County departments, agencies, districts and special districts (referred to herein as "Related County Entities") that provide information to and consume information from the DA processes. It is the intent of the County to utilize the functionality provided by the Dynamics CRM DA Case Management Solution to incorporate prosecution functions that are currently carried out manually or using legacy systems by Related County Entities into the Case Management System. The DA as the primary agency is required to approve all users of the Solution prior to use.

The DA may run any copies and/or variations of the Solution in non-production environments for testing and training or in a redundant or backup production environment for disaster recovery.

2.1.3 Title

Pursuant to this agreement, Aeon transfers all rights to the DA with respect to the Solution. Any documents and data supplied by the DA or generated as a result of the use of the Solution by the DA shall remain the property of the DA including but not limited to all: forms, charts, tables, any and all documents, any and all attorney work product generated by any member of the prosecution team.

2.2 Solution, Services and Payment

Aeon shall provide Professional Services according to Attachment SOW and Attachment DEL. The DA shall pay Aeon for the Professional Services, Solution, and Maintenance and Support Services pursuant to the terms set forth in Attachment PRC. Aeon shall not be entitled to any compensation from the DA or the County except as set forth in Attachment PRC.

2.3 Project Management Plan

Aeon and the DA shall jointly develop a project management plan using Aeon's standard implementation methodology as set forth in Attachments SOW, DEL and PMP.

2.4 Disaster Recovery

Aeon will not be providing disaster recovery services. Disaster recovery services will be the sole responsibility of the County. Aeon will provide the County guidance in the logistical development a disaster recovery plan as it relates to the case management system.

2.5 Additional DA Responsibilities

2.5.1 Communication Equipment

The DA shall, at its sole expense, install and maintain communications equipment that will permit Aeon to have remote access to the DA's relevant systems via a VPN or an equivalent security protocol. Any Aeon authorized users must sign and agree to the DA remote access policies and standards and abide with any security protocols regarding remote access, consistent with the terms of Attachment SLA. The DA acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Aeon's provision of Maintenance and Support Services.

2.5.2 Computer Virus Protection

The DA shall, at its own expense, install and periodically update a program to protect the DA computer system and the Solution from Malware that may from time-to-time be transmitted or downloaded. Aeon shall not be responsible for any Malware, unless it is contained in or is caused by Malware which is in the Solution or was otherwise introduced into the CMS via remote access by Aeon. Aeon otherwise expressly disclaims any liability for loss or damage caused by any Malware on the DA's CMS. Notwithstanding the foregoing and subject to Section 2.16, Aeon shall be responsible for any Malware contained in or caused by the Solution provided under this Agreement or as a result of Aeon's remote access to the CMS. Aeon must ensure that all Aeon equipment attached to the DA's networks complies with the DA's Malware protection policies and standards. In addition, Aeon shall provide reasonable assistance to the DA, in the event that during testing of an upgrade or new release of the Solution, it is determined that compatibility issues exist with the latest versions of the virus protection solution utilized by the DA. The DA currently uses the latest versions of Symantec Endpoint Protection 12 and Microsoft System Center Endpoint Protection Virus solution. The DA will consult with Aeon in advance if there is a change to the virus protection solution utilized.

2.5.3 Mobile Devices

At no cost to Aeon, the DA may allow end users to utilize authorized mobile devices upon which mobile applications compatible with the Solution will be run. The DA or the County will maintain all wireless connectivity necessary for such mobile devices to communicate with the Solution configuration.

2.5.4 Security

The DA shall, at its own expense, protect the security of the Solution and prohibit unauthorized access to the Solution. Aeon agrees to comply with all the DA security policies. Aeon shall not be responsible for any security breach and expressly disclaims any liability for loss or damages caused by the unauthorized access to the DA's Solution Configuration unless such breach, loss or damage is caused by the failure of Aeon to comply with the DA security policies or is due to the negligent acts or omissions of Aeon personnel when accessing the Solution. Aeon must ensure that all Aeon equipment attached to the DA networks complies with the DA security policies and standards.

2.6 Warranties

2.6.1 Solution

Aeon does not warrant that the Solution will be defect free; however, during the Warranty Period of one year from Go-Live, Aeon warrants that the Solution will provide all of the functionality and features that are specified

in the Functional Requirements and the Documentation and that the Solution integrations identified in Attachment SOW will operate in accordance with the Functional Requirements and Documentation. Should an issue arise which is a result of the Solution configuration and falls within the parameters of the functionality requirements, Aeon shall promptly correct or replace, at no charge to the DA, any Defect or other non-conformity of which it receives notice during the Warranty Period pursuant to Attachment SLA. After initial review, should the issue be a result of a modification made by the DA outside of any work done by Aeon Nexus, or is a request outside of the scope of the original project requirements or subsequent approved change orders, the warranty will not be applicable and that correction or replacement will need to be made as part of a change order and will be an additional cost to the DA. Acceptance of the CMS by the DA shall not alter the obligations of Aeon pursuant to this warranty.

2.6.2 Maintenance and Support Period

Following the Warranty Period and for the duration of the Maintenance and Support Services term, as set forth in Attachment SLA, Aeon warrants that it will correct or replace, at no additional charge, any Defect of which it receives notice according to the terms of Attachment SLA. In addition, Aeon warrants that any Gap Enhancement, Custom Enhancement, Compliance Update and/or Defect Correction provided by Aeon will, subject to the terms of Attachment SLA: (i) remain fully compatible with the Solution; and (ii) will comply with the functional specifications contained in the then-current Documentation. For a period of five (5) years after the commencement of the Warranty Period, in the event that Microsoft removes or discontinues functionality from Microsoft Dynamics CRM that was contained in (x) the Functional Requirements and (y) the Documentation at the time of Final Acceptance, Aeon will provide a reasonable alternative for performing the same function.

2.6.2.1 Security and Malicious Code

Aeon warrants that the Solution will not contain any Malware at the time it is delivered to the DA.

2.6.2.2 No Conflicts

Aeon warrants that, by agreeing to perform under this Agreement, it shall not have breached the terms or conditions of any other contract or agreement to which Aeon is obligated, which breach would have a material effect upon this Agreement.

2.6.2.3 Mobile Device Operating Systems

Aeon warrants that the Solution will be optimized for use with the CRM mobile applications included in the Solution. The Solution shall operate properly on the mobile devices and operating systems described in Attachment SOW during the Warranty Period and the duration of the Maintenance and Support Services term.

2.6.3 Third Party Solution

Aeon makes warranty that any Third Party solution utilized in the configuration of the Solution will operate properly during the warranty/maintenance support period.

2.6.4 Disclaimer

The warranties set forth in this Agreement are in lieu of all other warranties, express or implied. Except as stated in this Agreement, Aeon expressly disclaims all other warranties, whether expressed or implied, including the warranties of merchantability, title and fitness for a particular purpose.

2.7 Administration/Contract Liaison

The DA Project Manager, or his/her designee, shall administer this Agreement on behalf of the DA. The DA Project Manager is to serve as the liaison with Aeon in connection with this Agreement. The DA Project Manager shall not have the authority to execute any contract amendment or contract change order pursuant to Attachment CHG unless such authority is expressly set forth in this Agreement.

Aeon shall comply with all applicable Federal, State and local laws and regulations. Aeon will comply with all applicable County policies and procedures. The County policies and procedures are located at <http://www.rivcocob.org/>. Aeon Nexus will be notified of any changes that affect the contract. In the event that there is a conflict between the various laws or regulations that may apply, Aeon shall comply with the more restrictive law or regulation.

2.8 Hold Harmless/Indemnification

Aeon shall indemnify, defend and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from and against any liability, action, claim or damage whatsoever, solely arising out of, or attributable to, breach of this Agreement, or the negligent performance of services by Aeon and/or its employees pursuant to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. Aeon shall defend the Indemnitees at its sole expense for all costs and fees incurred by any of the Indemnitees (including, but not limited, to reasonably attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based solely upon such acts, omissions or services provided by Aeon.

With respect to any action or claim subject to indemnification herein by Aeon, Aeon shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Aeon's indemnification to Indemnitees as set forth herein.

Aeon's obligation hereunder shall be satisfied when Aeon has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Aeon's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

The DA shall indemnify, defend and hold harmless Aeon, their respective directors, officers, shareholders, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from and against any liability, action, claim or damage whatsoever, solely arising out of, or attributable to, breach of this Agreement, or the negligent performance of services by the DA and/or its employees and or Related County Entities pursuant to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. The DA shall defend the Indemnitees at its sole expense for all costs and fees incurred by any of the Indemnitees (including, but not limited, to reasonably attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based solely upon such acts, omissions or services provided by the DA and/or its employees and or Related County Entities.

With respect to any action or claim subject to indemnification herein by the DA, the DA shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Aeon; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the DA's indemnification to Indemnitees as set forth herein.

Where liability is shared by the DA and Aeon, the indemnification obligations shall be apportioned accordingly.

2.9 Insurance

Without limiting or diminishing the Aeon's obligation to indemnify or hold the County harmless, Aeon shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DA herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

2.9.1 Workers' Compensation

If Aeon has employees as defined by the State of California, Aeon shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

2.9.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Aeon's performance of its obligations hereunder. Policy shall name the DA as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

2.9.3 Vehicle Liability

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then Aeon shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DA as Additional Insureds.

2.9.4 Professional Liability Insurance

Aeon shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Aeon's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Aeon shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Aeon has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

2.9.5 General Insurance Provisions- All lines

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
2. Aeon must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this

Agreement. Upon notification of self-insured retention unacceptable to the DA, and at the election of the County's Risk Manager, Aeon's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DA, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. Aeon shall cause Aeon's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Aeon shall not commence operations until the DA has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.
4. It is understood and agreed to by the parties hereto that Aeon's insurance shall be construed as primary insurance, and the DA's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DA reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by Aeon has become inadequate.
6. Aeon shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Aeon agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

2.10 Intellectual Property Indemnification

2.10.1 Scope

Aeon agrees to indemnify, defend and hold harmless the County against any claim or action brought by any third party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon the County's own internal use of the Solution in accordance with this Agreement, and to pay any damages and costs (including but not limited to attorneys' fees) finally awarded against the County or paid in settlement.

Aeon shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement with counsel of its own choosing, unless the parties to this Agreement agree otherwise in writing. Aeon agrees that it will not enter into a settlement hereunder without the written approval of the County, such approval not to be unreasonably withheld.

2.10.2 Notice

The County shall give Aeon prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Aeon's rights in the Solution.

2.10.3 Alternatives

Aeon shall not be responsible for any settlement entered into without its written consent. In the event of a claim or action regarding intellectual property infringement, Aeon may, in its sole discretion, (a) procure for the County the right to continue using the Solution; (b) provide a substitute, non-infringing Solution; or (c) terminate this Agreement and refund the Solution and Professional Services fees paid by the County, in full if occurring within the first four (4) years from UAT, and thereafter as depreciated on a straight-line basis over five (5) years from UAT.

2.10.4 Exclusions

Aeon shall have no obligation under this Section with respect to any claim or action that is based upon (a) the County's and its related entities use of the Solution in breach of any term or condition of this Agreement; (b) the use or combination of the Solution with any third party product; (c) modification of the Solution other than by a representative of Aeon or with Aeon's written consent; or (d) use of a version of the Solution other than the most current version of the Solution, where use of the most current version would have avoided the claim of infringement.

2.11 Maintenance and Support Services

Maintenance and Support Services for the Solution shall be provided by Aeon pursuant to the terms of Attachment SLA, subject to the County's renewal of its Agreement with Aeon to provide Maintenance and Support Services and payment of the relevant fees pursuant to Attachment PRC.

Aeon Nexus will provide Ad Hoc Support services for annual system and/or application support. Ad Hoc support covers any additional support, updates, and changes the DA may acquire through a change order during the agreement maintenance and support period as long as the updates and changes are performed or reviewed by Aeon Nexus. This includes support Monday – Friday between the hours of 7am and 5pm PST. Aeon Nexus will provide first-line support for the DA and escalate to Microsoft if required. Aeon Nexus will respond immediately to issues (via email, phone, or software connection), providing the request was initiated before 4:00pm PST Monday – Friday. Outside normal support hours, Saturdays, Sundays, and major holidays, Aeon Nexus will respond within 4 hours until the issue is resolved.

2.11.1 DA Hours

The DA's Office operates 24/7. Staff hours are from 7:00am to 5:00pm Pacific Time Monday to Friday.

2.11.2 Support Hours

Aeon will provide first-line support Monday – Friday 7:00am to 5:00pm Pacific Time.

2.11.3 After hours Support

Aeon will provide an after-hours support number to call Monday – Friday 5:01pm to 6:59am Pacific Time, Saturdays, Sundays, and major holidays. A help desk support operator will log the initial call and route to a support engineer if further assistance is required. If required, a support engineer will respond within 4 hours until the issue is resolved.

2.11.4 DA Authorized Agents

Any member of the DA's Technology Services Bureau is recognized as agents of the DA's office for support purposes.

2.11.5 Service Level Agreement Response Times

| SEVERITY LEVEL | DESCRIPTION OF ISSUE | TARGET RESPONSE | ACTION |
|----------------|--|------------------------------|--|
| Critical | Mission-critical production emergency: organization is directly impacted System down: Serious problem causing business critical or common operations to halt. No workaround available at time of the call. | Within thirty (30) minutes | Critical issues are worked on continuously during office hours until a workaround is found. For 24x7 contracts critical issues are worked on around the clock Critical issues are immediately escalated to Support Senior Management and, after 24 hours, to the Managing Director. A dedicated team comprised of Software Support staff, QA engineers, and/or developers as required, work to identify the source of the problem, and if necessary create a workaround or other resolution in order to restore mission critical operations in the shortest time possible. At that point the severity level is downgraded. |
| High | Severe loss or reduction of service An important function is experiencing a reproducible problem causing serious inconvenience: business critical or common operations fail occasionally. | Within four (4) hours | Technical Rep will engage with Software Support staff, QA engineers and/or developers as appropriate to identify the source of the problem, and if necessary create a workaround or other resolution in order to restore normal business operations as soon as possible. |
| Medium | Minor loss or reduction of service Secondary function experiencing an intermittent problem: a less common operation fails frequently but with some inconvenience. Medium effort workaround available. | Within one (1) Business day | Aeon will use commercially reasonable efforts to provide an acceptable workaround and incorporate a solution to the problem in the earliest possible scheduled maintenance or product release. Contact Software Support to monitor status of any bug. |
| Low | Minor inconvenience of service. A less common operation fails occasionally causing low level inconvenience. Low effort workaround available | Within two (2) business days | Aeon will use commercially reasonable efforts to provide a workaround. As appropriate the issue will be logged as a bug or feature request and a tracking number provided; every effort will then be made to incorporate a solution in a future product release. Software Support may be contacted for status monitoring of any bug. |

2.11.6 Escalation Process

During normal support hours, Aeon will provide the County with at least one Named Primary Support Engineer. The county's Named Primary Support Engineer shall be the point of contact at Aeon for the County's approved support personnel working to resolve Issues with the Solution during the Support Period. When the County's Named Primary Support Engineer is unavailable due to on-call rotations or days off, a temporary on-call Named Primary Support Engineer shall be available to the County.

During After Hours Support, Aeon will provide a Help Desk number for approved County support personnel. A help desk support operator will log the initial call and route to a support engineer if further assistance is required. If required, a support engineer will respond within 4 hours until the issue is resolved.

2.11.7 Support Process

During the Support Period, the County will be entitled to receive support twenty-four (24) hours a day, seven (7) days a week (including major holidays) for Critical Issues. Response time commitments and communication update intervals for each Issue are detailed in Section 2.11.5 Table.

2.11.8 Resolution

Resolution is a mutually agreed upon condition where a) the problem has been satisfactorily resolved; or b) a satisfactory work-around procedure has been identified and implemented. Resolution may also include transitioning the request into the Change Control process for review.

2.11.9 Support Case Closure

Support cases cannot be closed without approval of the DA. An Aeon Software Support Representative must contact the initiator of the case to ensure the resolution is satisfactory. Upon verification of successful resolution from you, the Software Support Representative will ask permission close the case. If agreed, the nominated support contact will then receive email confirmation that the case has been closed.

2.11.10 Knowledge Base

Information from closed cases will be added to a knowledge base. Any documentation corrections will need to be made as well.

2.11.11 Reporting

Aeon will provide the DA monthly reports of cases opened, resolved, and still pending.

2.12 Confidential Information

2.12.1 Defined

As used in this Section, "Confidential Information" includes the Solution in any embodiment, and either party's technical and business information relating to inventions or Solution, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans, as well as any and all case data information from law enforcement files or internal DA and employee information, and any information exchanged by the parties. Notwithstanding the foregoing, Aeon understands and agrees that this Agreement and any accompanying schedules, appendices, attachments, or exhibits are not Confidential Information, and they may be disclosed subject to exceptions to disclosure contained the California public records act and/or the Brown Act, except as set forth below. For example, they may appear on the DA's internet site as part of the agenda materials for the Board of Supervisors. Notwithstanding any provision in this Section, the DA specifically acknowledges that the Solution, including without limitation the database architecture and sequence, and Documentation comprise Confidential Information and know-how that are the exclusive property of Aeon. Aeon may request in writing that additional information provided by

Aeon in connection with the negotiation and implementation of this Agreement be designated as Confidential Information, subject to approval by the County, which approval will not be unreasonably withheld.

2.12.2 Nondisclosure

The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own Confidential Information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it.

Notwithstanding the terms of Attachment NDA and the exception set forth in Section 2.12.3(a), Aeon agrees that all data provided by the DA to Aeon shall be automatically designated as Confidential Information, and that the DA data shall not be disclosed by Aeon to any third party without the prior written consent of the DA, except as required in performance of this agreement, whether or not such data is a public record or available to the public through electronic access provided by the DA.

2.12.3 Exceptions

A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law, including but not limited to the California Public Records Act and the Brown Act. In the event of a request under Section 2.12.3(e), the DA shall notify Aeon within 72 hours of receiving a request under the Acts for any records which would constitute Confidential Information, and to the extent allowed by law, the DA shall apply exceptions to disclosure of the Confidential Information that are applicable under the Acts, as reasonably requested by Aeon. If a suit is filed by a member of the public with respect to any such request, the DA will cooperate in any action to intervene filed by Aeon. Notwithstanding any provision in this Agreement to the contrary, Aeon will indemnify and hold harmless the DA for any and all costs and attorney fees awarded to a prevailing plaintiff arising out of or related to a suit which result from the DA's actions, taken at Aeon's request, in compliance with this provision in protecting the Confidential Information from public disclosure.

2.13 Disputes

The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the County's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the County's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. Aeon shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

2.14 General

2.14.1 Standard of Performance

Aeon represents that it has the skills, expertise, and licenses/permits necessary to perform the Professional Services required under this Agreement. All required permits and/or licenses shall be obtained and maintained by Aeon without additional compensation.

Aeon shall perform all such Professional Services in the manner and according to the high standards observed by a competent practitioner of the same profession in which Aeon is engaged. All non-Solution Deliverables shall be prepared in a first class and workmanlike manner and shall conform to the high standards of quality normally observed by a person practicing in Aeon's profession. In the event the Professional Services or non-Solution Deliverables do not conform to these standards, Aeon will re-perform or re-provide the same at no additional cost to the County.

2.14.2 Debarment and Suspension

Aeon certifies to the DA that Aeon and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or the DA government contracts. Aeon certifies that it shall not contract with a subcontractor that is so debarred or suspended. Aeon also certifies that they will meet the terms of section 2.14.7 Background Checks.

2.14.3 Future Developments

As long as Maintenance and Support Services are being paid for and provided in accordance with Attachment SLA, Aeon shall, at no additional charge beyond the Maintenance and Support Services fees, provide the DA any developments, enhancements or improvements to the Solution and any other evolution of Solution functions, features or technologies that Aeon makes generally available as part of ongoing maintenance and support to its customer base. In addition, Aeon shall provide the DA with release notes that detail the changes in the Solution for any major releases to the Solution.

2.14.4 Inspection of Service; Quality Control/Assurance

All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DA or other regulatory agencies at all times. Aeon shall provide adequate cooperation to any inspector or other DA representative to permit him/her to determine Aeon's conformity with the terms of this Agreement. If any services performed or products provided by Aeon are not in conformance with the terms of this Agreement, the DA shall have the right to require Aeon to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DA. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DA shall have the right to: (1) require Aeon immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DA may also terminate this Agreement for default and charge to Aeon any costs incurred by the DA because of Aeon's failure to perform.

Aeon shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a DA representative or other regulatory official to monitor, assess, or evaluate Aeon's performance under this Agreement at any time, upon reasonable notice to Aeon.

2.14.5 Inspection of Work

The DA will have the right to inspect and test Aeon's work during normal working hours, on reasonable prior notice and at the DA's own expense. Such DA inspections will not unduly interfere with Aeon's performance. No such inspection by the DA will limit Aeon's obligations with regard to the testing, performance and other requirements of this Agreement.

2.14.6 License and Permits

Aeon's employees shall possess all applicable licenses and certifications required by the State of California and the DA. Such licenses and certifications are to be presented to the DA prior to the Agreement signing. Aeon shall also maintain all other business and professional licenses that may be required by Federal, State and local codes.

2.14.7 Background Checks

Aeon agrees that any and all employees, agents or assignees responsible for conducting any work on the DA CMS project will provide the DA with a completed DA background package and agree to provide live-scan fingerprints. The DA will utilize this information to conduct a full background check on any individual who will be working on the CMS. The DA reserves the right to refuse access to the CMS to any Aeon employee, agent or assignee who refuses to provide a DA background package and/or live scan finger prints within 10 days of assignment to the DA CMS project. In the event the DA determines that an Aeon employee, agent or assignee does not meet the internal DA background criteria, they will be terminated from the project and a replacement will be provided by Aeon within 5 business days. Background eligibility is within the sole discretion of the office of the District Attorney. Specifications of the DA background criteria are confidential and the DA will not be required to disclose the basis for any determination of ineligibility.

In addition to the DA background procedures, prior to the presentation of a potential candidate, Aeon must conduct, at a minimum, a complete background check including a social security number trace, address history, criminal database search, national sex offender registry search and criminal record search by jurisdiction, on all employees, subcontractors and volunteers involved with solution development or have access to DA case information. Hosted solution providers may be required to have additional background clearance for employees, subcontractors and volunteers.

2.14.8 Off-Shore Outsourcing of Services

Aeon certifies that any Professional Services performed on any purchase order or contract with DA, either by contractor or any sub-contractor will be performed solely by workers within the United States.

2.15 Records and Documents

Aeon shall keep such business records relating to this Agreement as would be kept by a reasonably prudent practitioner of Aeon's profession, and shall maintain such records for at least five (5) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. The DA shall have the right to audit and review all such documents and records at any time during Aeon's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Aeon shall be subject to the examination and audit of the California State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Each party shall bear its own costs and expenses incurred in connection with any audit and/or review under this provision.

2.15.1 Fees

Aeon shall make available, upon written request by any duly authorized Federal, State or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of fees and costs related to this Agreement and invoiced to the DA. Consistent with Section 2.15.1, all such books, documents and records shall be maintained by Aeon for at least five (5) years following

termination of this Agreement, and be provided to/made available for audit by the DA at the DA's reasonable request.

2.15.2 Nonconformance

In the event Aeon receives payment under this Agreement which the parties later agree should be disallowed for nonconformance with the terms of the Agreement, Aeon shall promptly refund the disallowed amount to the DA on request, or the DA may, at its option, offset the amount disallowed from any payment due to the Aeon. Any disputed amounts shall be subject to the dispute resolution process set forth in Section 2.13.

2.15.3 Third Parties

Aeon shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party except as specifically provided in this Agreement. Aeon warrants that it has good title to all materials or products used by Aeon or provided to the DA pursuant to this Agreement, free from all liens, claims or encumbrances, or with regard to any third party products, has the ability to convey licenses for the DA use of such third party products as contemplated in this Agreement.

2.15.4 OSHA

Aeon shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

2.15.5 Amendments

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

2.15.6 DA List; Publicity

Aeon shall not use the DA name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Aeon shall not use the DA name or logo in any manner that would give the appearance that the DA is endorsing Aeon. Aeon shall not in any way contract on behalf of or in the name of the DA. Aeon shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the DA or its projects without obtaining the prior written approval of the DA.

2.15.7 Non-Discrimination

Aeon shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, and ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. Seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et. seq.) and all other applicable laws or regulations.

2.15.8 EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the DA may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. Aeon agrees to furnish the required data and certifications to the DA within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of Aeon to timely submit the data and/or certificates required may result in the Agreement being awarded to another contractor. In the event

a contract has been issued, failure of Aeon to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If Aeon has any questions concerning this reporting requirement, please call (916) 657-0529. Aeon should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

2.15.9 Excusable Delays

Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, or which could not have been reasonably anticipated by the party, provided that such party has taken reasonable steps to mitigate the effects of such delay. Excusable delays shall not apply to any hardship resulting from changes in general economic conditions, strikes or labor shortages.

2.15.10 Taxes

Under the terms of the Agreement and the parties' best information as of the Effective Date, it is the parties' understanding that all applicable state and local sales taxes payable in connection with the Solution and Professional Services provided under this Agreement are included in the amounts set forth in Attachment PRC.

2.15.11 Independent Contractor

It is mutually understood and agreed that Aeon (including any and all of its officers, agents, and employees) shall provide the Deliverables as an independent contractor to DA, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the DA. Furthermore, the DA shall have no right to control, supervise, or direct the manner or method by which Aeon shall perform its work and function. However, the DA shall retain the right to administer this Agreement so as to verify that Aeon is performing its obligations in accordance with the terms and conditions hereof. Aeon understands and acknowledges that neither Aeon, nor its personnel, shall not be entitled to any of the benefits of a DA employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Aeon shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. Aeon shall be solely responsible and save the DA harmless from all matters related to payment of Aeon's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Aeon may be providing services to others unrelated to the DA or to this Agreement.

2.15.12 Conflict of Interest

Aeon covenants that Aeon presently has no employment or other interest and shall not acquire any employment or other interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the provision of the Deliverables. Aeon further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Aeon. The DA retains the right to waive a conflict of interest disclosed by Aeon if the DA determines it to be immaterial, and such waiver is only effective if provided by the DA to Aeon in writing.

2.15.13 Nonexclusive Agreement

Aeon understands that this is not an exclusive Agreement, and that the DA shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Aeon as the DA desires.

2.15.14 Written Notice

All written notices that are required to be given in connection with the enforcement of legal rights or remedies under this Agreement, including without limitation, notice of default, termination or dispute resolution, shall be addressed to the attention of the contact person listed on the Signature Page and shall be sent via commercial overnight courier. Notices shall be deemed received, commercial overnight courier, when delivered as evidenced by the courier's records. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto; but any element of such party's address which is not specified in that notice shall not be deemed changed.

2.15.15 Electronic Communications; Exceptions

Subject to any methodology agreed upon by the project managers as contemplated in Attachment PMP, it is intended by the parties that day to day communications concerning the development and implementation of the CMS pursuant to Attachment SOW shall be carried out primarily by electronic means, with face to face meetings as appropriate or as required with respect to Professional Services to be provided on-site at the DA. Notwithstanding the foregoing and listed here as examples only and without limitation, none of the following actions shall be valid unless undertaken pursuant to a written document signed by an authorized representative of the DA and Aeon; (i) any change in the timetable or schedule for the completion of any project Deliverables or Milestones (Attachments DEL and SCH); (ii) any change in the scope of Professional Services or other Deliverables to be provided by Aeon or the responsibilities of the DA pursuant to this Agreement; (iii) any amendment pursuant to Section 2.15.5; (iv) any notice of Milestone acceptance or Final Acceptance by the DA; (v) any waiver of a legal right or obligations by either party; or (vi) any matter that requires Notice pursuant to Section 2.15.14.

2.15.16 Electronic Delivery

The delivery of written work product (such as training materials, project reports and updates) and other Deliverables, including but not limited to the Solution, shall occur in digital formats as attachments via electronic mail or shall be made available by Aeon for download by the DA using standard network file transfer protocol (FTP) or other mutually agreed upon electronic means. It is not intended that any Solution be delivered on any physical media unless expressly requested by the DA. All executed documents may be signed in counterpart and delivered via electronic means unless a party requests delivery of an original signature.

2.15.17 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Aeon shall, during the term of the Agreement, comply with all applicable federal, state and local rules, regulations and laws. Any legal action related to this Agreement shall be filed only in the Superior Court of the State of California or the U.S. District Court for the Central District of California located in Riverside County, California.

2.15.18 Injunctive Relief

Aeon and the DA agree that in the event of any breach of the confidentiality provisions hereunder, monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

2.15.19 Statute of Limitations

Any action under this Agreement must be brought within the time period specified in the applicable statute of limitations.

2.15.20 Subcontractors

Aeon reserves the right to subcontract work, as it deems necessary, to perform the Professional Services under this Agreement. Aeon shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees. Aeon shall not engage a subcontractor under this Agreement without the express written approval of the DA. Aeon also certifies that all subcontractors and employees will meet the terms of section 2.14.7 Background Checks.

2.15.21 Waiver

No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition or the circumstance giving rise to such right.

2.15.22 Successors and Assigns

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

2.15.23 Section Headings

The headings of the several sections shall be solely for the convenience of reference and shall not affect the meaning, construction, or effect thereof.

2.15.24 Assignment

The DA shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Aeon, which consent shall not be unreasonably withheld or delayed. Aeon shall not assign or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of DA, which consent shall not be unreasonably withheld or delayed.

2.15.25 Severability

If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

2.16 Limitation of Liability

Neither party shall be liable to the other for any indirect, consequential, incidental, special or punitive damages (including lost profits and lost business), arising out of or related to this Agreement, even if it has been advised of the possibility of such damages, and regardless of whether arising in tort (including negligence), contract, or other legal theory.

IN NO EVENT SHALL AEON'S LIABILITY TO THE DA IN ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT EXCEED THE LARGER OF (I) THE AGGREGATE TOTAL OF THE FEES (WHETHER FOR SOLUTION OR PROFESSIONAL SERVICES) PAID OR PAYABLE TO AEON BY THE DA PURSUANT TO THIS AGREEMENT OR (II) THE INSURANCE COVERAGE LIMITS REQUIRED PURSUANT TO SECTION 2.9. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 2.16 WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE FOREGOING LIMITATION ON LIABILITY SHALL NOT APPLY TO ANY DAMAGES, FINES, OR LIABILITY ARISING AS A RESULT OF (X) A BREACH OF THE TERMS OF SECTION 2.10; (Y) ANY CLAIM OF INFRINGEMENT FOR WHICH AEON IS REQUIRED TO INDEMNIFY THE DA PURSUANT TO SECTION 2.10; OR (Z) ANY CLAIM FOR PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE

RESULTING FROM THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF AEON PERSONNEL WHEN PRESENT AT OR TRAVELING TO OR FROM A DA FACILITY.

2.17 Priority of Documents

In the event of any conflict between the terms of this Section 2 – Legal Terms and Conditions and the terms of the Attachments, the following rules shall apply: (i) the language of these Legal Terms and Conditions shall prevail over all attachments; (ii) the terms of Attachment PRC shall prevail over all other attachments; and (iii) an attachment that provides more detail on a particular matter shall prevail over a more general discussion of that matter in another attachment.

END OF LEGAL TERMS AND CONDITIONS

3 Attachments

3.1 Attachment DEF- Definitions

The following are definitions for some of the significant terms used in this Agreement, except as otherwise defined therein.

- A. "ACCEPTANCE CRITERIA" shall mean the tasks that must be completed in connection with each "phase" identified in Attachment DEL.
- B. "AEON" shall mean Aeon Nexus and Aeon Nexus Technologies.
- C. "AEON PROJECT MANAGER" shall mean the individual who is appointed by Aeon to undertake the responsibilities of the Project Manager as set forth in Attachment ROL.
- D. "AGREEMENT" shall mean the Signature Page, the attached Terms and Conditions, and all Attachments, Appendices, or other documents attached to or incorporated into this Agreement, as well as any future amendments, change orders, or similar documents properly signed by the parties.
- E. "CASE MANAGEMENT SYSTEM," "CMS," "CMS PROJECT", "SYSTEM", and "SOLUTION" shall mean the DA project to procure pursuant to this Agreement a collection of applications that work together in an integrated and efficient manner to enable the DA, without limitation, to; (i) manage criminal cases, investigations, and victim and witness services; (ii) coordinate these functions with related services; (iii) and provide mobile real-time access to data and applications for County staff in the field.
- F. "CHANGE CONTROL BOARD" shall mean a DA committee that makes binding decisions regarding whether or not proposed changes to the Solution project should be implemented.
- G. "COMPLIANCE UPDATE" shall mean a change made to the Solution to reflect a mandated change in an applicable code, law, or regulation.
- H. "CORE SYSTEM COMPONENTS" shall mean the rights, roles, security, contacts, and other central core configuration components that impact business transactions for the Case Management Solution Attachment PRC.
- I. "County" shall mean the County of Riverside, California.
- J. "CUSTOM ENHANCEMENT" shall mean any modification or change (including Solution, interfaces or integration tools) that when made or added to the Solution, changes its utility, efficiency, functional capability or application as specified by the DA to meet specific DA business requirements.
- K. "CRITICAL PROCESSES" means those processes for which functionality must be restored as defined in the Disaster Recovery Plan.
- L. "CRITICAL USERS" means those users who must have access to the Solution as defined in the Disaster Recovery Plan.
- M. "DA" shall mean the District Attorney's Office of the County of Riverside.
- N. "DA PROJECT MANAGER" shall mean the individual who is appointed by the DA to undertake the responsibilities of the Project Manager as set forth in Attachment ROL.
- O. "DEFECT" shall mean an error, flaw, mistake, failure, or fault in the CMS that eliminates the benefits of the features and functionality contained in the Functional Requirements and the then-current Documentation, or produces an unexpected or incorrect result or causes the program to behave in an unexpected way. A Defect is the measurable effect caused by a broken piece of code.

- P. "DEFECT CORRECTION" shall mean any modifications or changes that, when made or added to the CMS, establishes conformity of the CMS to the Functional Requirements and the Documentation or a procedure or routine that, when implemented in a regular operation of the CMS, eliminates the practical adverse effect on the DA of such nonconformity.
- Q. "DELIVERABLES" shall mean the Solution, Professional Services and other work product being provided by Aeon pursuant to Attachment DEL.
- R. "DOCUMENTATION" shall mean the specifications, files, manuals, guides and notes Aeon delivers in connection with the Solution as set forth in Attachment SOW.
- S. "DMZ" shall mean a firewall configuration for securing local area networks (LANs).
- T. "ECMS" shall mean Electronic Content Management System.
- U. "END USER" shall mean (i) DA staff; (ii) the staff of Related County Entities engaged in development functions that are a part of or are incorporated into the Case Management System
- V. "FINAL ACCEPTANCE" shall mean the final written confirmation from the DA that (i) Aeon has successfully completed the final phase of the final Milestone set forth in Attachment DEL and (ii) the Solution, including all integrations and Custom Enhancements provided by Aeon, operates as a CMS that provides the Functional Requirements, subject to any minor Defects that the DA has agreed may be fixed following Final Acceptance and not including any tasks or business processes that are the responsibility of the DA.
- W. "GAP ENHANCEMENTS" shall mean any modification or change that, when made or added to the Solution, changes its utility, efficiency, functional capability or application to fulfill a DA business requirement. Gap Enhancements will be added to the Solution and maintained in accordance with the parameters set forth in Attachment DEL and Attachment SLA.
- X. "GO-LIVE" shall mean the point in time when the Solution is successfully used in a production environment after the acceptance of the CMS and the business users can fully utilize the Solution to perform normal business operations.
- Y. "HARDWARE" shall mean the physical parts of a computer and related devices including components and peripherals.
- Z. "HIGH AVAILABILITY" shall mean a critical business system that is continuously operational 99.99% of the time. High availability planning includes but is not limited to: applications that are aware of existing Microsoft Technologies such as Microsoft Clustering, Failover Clustering, Database Mirroring, and Geo-Clustering for the DA's Hyper-V server environments.
- AA. "HYPERCARE" shall mean the 30-day period beginning at Go-Live and the following 120 days in which Aeon provides the DA an increased level of on-site resources to provide immediate or near-immediate response to questions or Issues End-Users may have or encounter about transitioning to and learning the new Solution as described in Attachment SOW and Attachment DEL. The main purpose of the Hypercare period is to closely monitor customer service, data Integrity and the smooth functioning of the implemented application.
- BB. "ISSUE" shall mean a statement of concern or need in which the resolution is in question or lacking agreement among stakeholders, and which may have impact upon scope, critical deadlines or timeframes, a monetary impact, and/or which may impede project progress.
- CC. "MAINTENANCE AND SUPPORT SERVICES" shall mean the services for the CMS, as defined in Attachment SLA.
- DD. "MALWARE" shall mean any spyware, virus, trap door, rootkit, malware, bot, back door, time bomb, Trojan horse, worm, file infector, boot sector infector, and / or other similar malicious code.
- EE. "MILESTONE" shall mean an action or event marking a significant Deliverable event in the CMS Project to which a payment may be tied.
- FF. "NDA" shall mean Non-Disclosure Agreement.

- GG. "NON-PERMANENT RECORD" shall mean a record that is not intended to exist for an indefinite time and has a retention period identified.
- HH. "OFFICIAL RECORD" shall mean official documents or official records that are (i) defined as such in applicable statutes and in the business practices of County departments that are responsible for retaining said documents or records; (ii) identified in County General Records Retention Schedule; or (iii) identified in the Board of Supervisors' approved departmental records retention schedules.
- II. "ONLINE" shall mean electronic internet communication completed at a terminal not on County property.
- JJ. "PROFESSIONAL SERVICES" shall mean the services and work tasks to be performed by Aeon personnel to implement the Solution, as described in Attachment SOW and Attachment DEL.
- KK. "RELATED COUNTY ENTITIES" has the meaning set forth in Section 2.1.2.
- LL. "RICH" or "SMART" client applications shall mean application Solution that executes on the desktop workstation.
- MM. "SAN" shall mean Storage Area Network.
- NN. "SHAREPOINT REPOSITORY" shall mean the Electronic Content Management System where digital content is stored.
- OO. "STATEMENT OF WORK" shall mean the scope of work to be provided under this Agreement, as described in Attachment SOW and is sometimes also referred to herein as the "SOW".
- PP. "THIRD PARTY SOLUTION" shall mean any Solution that has not been developed by Aeon and is provided to the DA under this Agreement.
- QQ. "USER ACCEPTANCE TESTING" or "UAT" shall mean the process that is performed as part of the Implementation to verify that functionality delivered as part of the CMS is configured, developed and works as intended, as set forth in Attachment SOW and Attachment DEL.
- RR. "UI" shall mean User Interface.
- SS. "VENDOR" shall mean Aeon Nexus. For the purposes of this Agreement, the terms Vendor and Aeon and used interchangeably.
- TT. "VPN" shall mean Virtual Private Network
- UU. "WARRANTY PERIOD" shall mean the twelve (12) month period following UAT in which Aeon will correct any Defects in the CMS.

END OF ATTACHMENT DEF

3.2 Attachment NDA- Form of Non-Disclosure Agreement (NDA)

This Confidentiality & Non-Disclosure Agreement ("Agreement") is made this _____ day of _____, 20__ between Aeon Technologies, Inc., and The County of Riverside, California ("County").

WHEREAS, Aeon and the County (individually, a "Party"; collectively, the "Parties") are involved in the evaluation and pursuit of a certain mutually beneficial business opportunity; and

WHEREAS, the County may disclose Confidential Information to Aeon in connection with such opportunity; and

WHEREAS, each party may disclose Confidential Information to the other in connection with such opportunity; and

WHEREAS, the Parties desire to protect their respective Confidential Information;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Aeon and the County agree as follows:

- I. **Confidential Information.** As used in this Agreement, "Confidential Information" means all information of either Party in whatever form transmitted that is:
 - A. not generally known to the public, whether of a technical, business or other nature including, without limitation:
 1. any and all intellectual property rights Aeon holds in the Aeon Solution as of the effective date of this Agreement, including patents, copyrights, and trademarks,
 2. trade secrets, and
 3. information relating to either Party's business, methods, business plans, databases, systems, technology, management, business development, operations, products, processes, and Services, including, without limitation, information relating to research, development, inventions, recommendations, programs, systems, systems analyses, finances, financial statements, financial projections, financing methods, marketing plans and strategies, pricing strategies, client sources, system designs, terms and conditions of arrangements of any business or clients or suppliers, reports, personnel procedures, client lists, methods of competing, and other proprietary information.
 - B. disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or due to its physical or electronic access to the premises or property of the Disclosing Party; and
 - C. has been identified as being proprietary and/or confidential or that would reasonably be deemed to be proprietary and/or confidential based upon the nature of the circumstances surrounding its disclosure or receipt.
 - D. Case data information from confidential law enforcement files that is or is not to be utilized for the purpose of the creation of components of the Case Management System. This information will be disclosed only to individuals who have successfully passed the District Attorney background process and who have been cleared to work on the case management system project.
- II. **Meetings & Discussions.** Each Party agrees that the existence or occurrence of any meetings or discussions between the Parties will also be considered Confidential Information and will not be disclosed to any third party (other than the agents and representatives of the Parties), except as may be required by law or in any legal proceedings or as otherwise mutually agreed.

- III. **Exceptions.** "Confidential Information" does not include information which
- A. becomes generally available to the public other than as a result of a disclosure by the Receiving Party;
 - B. was available to the Receiving Party on a non-confidential basis prior to its receipt by the Receiving Party;
 - C. becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing party, its representatives or its agents, provided that such source is not bound by a confidentiality agreement with the Disclosing Party, its representatives or its agents or otherwise is prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation; or
 - D. was independently developed by the Receiving Party without access to or the benefit of the Confidential Information.
- IV. **Use of Confidential Information.** The Receiving Party, except as expressly provided in this Agreement, will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. In addition, the Receiving Party will not use, or permit others to use, Confidential Information for any purpose other than for the limited purpose or purposes for which the disclosure of the Confidential Information is originally made. Permitted use under this Agreement may include disclosure of Confidential Information to employees or representatives of the Receiving Party provided, however, that the Receiving Party informs such person or persons of this Agreement and will be responsible for any breach of this Agreement by such person or persons.
- V. **Exportation.** Neither Party shall export, directly or indirectly, any technical data acquired from the other Party pursuant to this Agreement or a product utilizing any such data to any country for which the United States Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
- VI. **Governmental Request.** Should the Receiving Party receive a request or otherwise be directed by a governmental authority to disclose any or all of the Disclosing Party's Confidential Information, the Receiving Party shall promptly provide notice to the Disclosing Party of such request to allow the Disclosing Party an opportunity to prevent such disclosure.
- VII. **Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of the Disclosing Party, and the Receiving Party will have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein or in a separate written agreement specifically granting such rights.
- VIII. **Protection of Confidential Information.** The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information, and, in any event, at least in a manner considered commercially reasonable.
- IX. **Unauthorized Disclosure.** The Receiving Party shall immediately notify the Disclosing Party upon the discovery of any loss or unauthorized disclosure or use of the Confidential Information of the Disclosing Party.

- X. **Injunctive Relief.** Each Party acknowledges and agrees that a breach by it or one of its affiliates, employees or representatives of any of the covenants set forth in this Agreement will cause irreparable injury to the other Party and its business for which damages, even if available, will not constitute an adequate remedy. Accordingly, each Party, for itself and its affiliates employees and representatives, agrees that the other Party, in addition to any other remedy available at law or in equity, shall be entitled to the issuance of injunctive relief (including, without limitation, specific performance) by any court of competent jurisdiction in order to enforce the covenants and agreements contained herein.
- XI. **Attorneys' Fees and Costs.** If attorneys' fees or other costs are incurred to secure performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party will be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.
- XII. **Non-waiver.** Any failure by either Party to enforce performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- XIII. **No Trading in Aeon Common Stock.** The County acknowledges that Aeon is a publicly traded company listed on the New York Stock Exchange, and therefore, agrees that any material, nonpublic Confidential Information regarding Aeon that is disclosed to the County may not be used as a basis for trading in Aeon stock by the County or its representatives.
- XIV. **Assignment.** Neither Party shall assign this Agreement or any rights or obligations hereof without the prior written consent of the other Party, and any attempted assignment without such consent shall be null, void, and of no effect.
- XV. **Survival.** The Receiving Party's obligations under this Agreement shall survive termination or expiration of this Agreement and shall be binding upon the Receiving Party's heirs, successors, and assigns, as applicable.
- XVI. **Notices.** All notices or communications required or permitted as a part of this Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
- A. Actually received,
 - B. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the Party,
 - C. Upon receipt by sender of proof of email delivery, or
 - D. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the Party may have designated by notice or Agreement amendment to the other Party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended Receiving Party of a new address will be borne by the intended Receiving Party. The addresses of the Parties to this Agreement are as follows:

| | |
|------------------------------|---------------------------|
| Aeon Nexus Corporation | County of Riverside |
| 138 State Street | 3960 Orange Street |
| Albany, NY 12207 | Riverside, CA 92501 |
| Attention: Meghan A. Barkley | Attention: Timothy Craney |

- XVII. **Cumulative Nature of Obligations.** Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express, implied, in fact or in law.
- XVIII. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of California, without giving effect to any conflicts-of-law, rule, or principle that might require the application of the laws of another jurisdiction.
- XIX. **Jurisdiction & Venue.** Any judicial proceeding brought by or against any of the Parties to this Agreement on any dispute arising out of this Agreement or any matter related hereto shall be brought exclusively in any Federal or State court having jurisdiction which is located in the County of Riverside, California, and by execution and delivery of this Agreement, each of the Parties to this Agreement accepts for itself the exclusive jurisdiction and venue of the aforesaid courts as trial courts, and irrevocably agrees to be bound by any final non-appealable judgment rendered in connection with this Agreement. Each Party expressly waives any objection (including, without limitation, objections based on forum non conveniens) which any Party may have now or hereafter to the laying of venue or to the jurisdiction of any such suit, action, or proceeding, and irrevocably submits generally and unconditionally to the jurisdiction of any such court in any such suit, action, or proceeding. Each Party hereby agrees that in connection with any such suit, action, or proceeding service of process may be accomplished by certified mail, return receipt requested, to the president, managing partner, or other appropriate official at the address set forth in the Notices section above.
- XX. **Severability.** If any term or provision of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- XXI. **Amendment.** This Agreement may only be modified by written amendment signed by authorized representatives of both Parties.
- XXII. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same Agreement.
- XXIII. **Term and Termination.** This Agreement is intended to cover Confidential Information disclosed or received by either Party prior or subsequent to the date of this Agreement. Unless otherwise earlier terminated, this Agreement automatically will expire five (5) years from the date first written above; provided, however, that each Party's obligations with respect to the other Party's

Confidential Information disclosed or received prior to termination or expiration will survive until such Confidential Information ceases to be confidential.

XXIV. **Return of Materials.** Upon termination or expiration of this Agreement, or upon receipt of written request from the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all documents or other tangible materials representing the Disclosing Party's Confidential Information, including any copies made thereof.

XXV. **Entire Agreement.** This Agreement represents the entire agreement of County and Aeon with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. County hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorized representative to be effective as of the last date set forth below.

Aeon Nexus Corporation

County of Riverside

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date: _____

END OF ATTACHMENT NDA

3.3 Attachment TRV-Travel Requirements

Aeon will be responsible for paying all expenses related to traveling from Aeon's location to the DA locations and also in between the DA locations. Aeon will be responsible for all travel related expenses incurred in its performance of this agreement.

END OF ATTACHMENT TRV

3.4 Attachment STE- On-Site Staffing

3.4.1 Overview

The Case Management System is a key business initiative for the DA. In order to ensure the success of the project, several key Deliverables will require Aeon team members to be on-site at the DA. Aeon and the DA will work together to create a project plan during Milestone 1, Phase 1, as set forth in Attachment DEL, that defines which Aeon team members will be required on-site, and when. The DA requires, at a minimum, the assigned Aeon Project Manager to be on-site once a month throughout the duration of the project until Go-Live.

All Aeon staff and contractors will comply with the reasonable direction of the DA staff and security personnel. In the event that any Aeon staff or contractors working on-site does not have the required level of skill to perform the Services for which he or she has been designated, or engages in willful misconduct or unprofessional behavior, then the DA may request that Aeon remove such personnel or contractor and provide a suitable replacement.

3.4.2 Building Access

Aeon team members will be granted physical access to the primary worksite at 3960 Orange Street, Riverside CA, 7:00am to 5:00pm daily, Monday-Friday. Access Badges will be issued to individual Aeon team members that will allow access to the 1st Floor Lobby and elevator area as well as 2nd Floor TSB area of 3960 Orange Street. Access to any other any other DA area or work location is prohibited unless accompanied by an authorized DA employee.

3.4.2.1 Aeon On-Site Allocations

To the extent consistent with Attachment DEL, and during the development of the project plan, as outlined above, the parties will use the table set forth below as a guide in assigning which Aeon staff shall be on-site for the events, and in the durations, generally described below. The total on site weeks and hours included in the Agreement for the Aeon Project Manager and any other staff members Aeon deems appropriate must be within the scope of Attachment PRC, or otherwise allocated through a Change Request under Attachment CHG. Items marked "TBD" shall be determined during the development of the project management plan.

| Aeon On-Site Staffing Table | Personnel Contemplated | Weeks On-Site | Estimated Total Weeks |
|--|---|----------------------|------------------------------|
| Monthly project management site visit (includes Project Kickoff and Project Plan creation) | <ul style="list-style-type: none"> • Aeon Implementation Manager (1 person) • Aeon Project Manager (1 person) | TBD | TBD |
| Business Process Review | Aeon Project Consultant (1 person) | TBD | TBD |
| Solution Pilot/Configuration Review & Acceptance | Aeon Project Consultant (1 person) | TBD | TBD |
| Conversion Review, Fixes & Acceptance | Aeon Project Consultant (1 person) | TDB | TBD |
| User Acceptance Testing | Aeon Project Consultant | TBD | TBD |

| | | | |
|-------------------|--|------------|------------|
| (UAT) | (1 person) | | |
| Training | Aeon Project Consultants and Trainers (3 persons) | TBD | TBD |
| Go Live/Hypercare | <ul style="list-style-type: none"> • Aeon Project Manager (1 person) • Aeon Project Consultants (2 persons) • Aeon Trainers (2 persons) | TBD | TBD |
| Total | | TBD | TBD |

3.4.3 Proposed Staffing

The following staffing plan is provided as an example of the staff available for this project. Due to project time constraints and resource availability, it is understood that alternate staff members of similar experience may be assigned to the project, in the event that the professionals below are unavailable.

Project Manager – Brian Duncan

The project manager is responsible for overall project health, timelines, and communication between project team members and the customer. Project Managers communicate all risks, milestones, and status on a weekly basis using a formal status report and weekly status meetings with client and team members. Additionally, Aeon's proposed project manager is well versed in all Microsoft products, Microsoft CRM, SharePoint, SQL, and data migration.

Brian Duncan has spent the last 12 years earning recognition as a leading IT expert specializing in state and federal human services programs. Having led the early development of Microsoft technologies in the NYS Office for Temporary and Disability Assistance, Brian directed the development of five of the agencies largest internet IT solutions. From the success of these efforts, Brian moved on to fill an advisory role to IT management as an expert in web application architecture, software evaluation and POC. Working with a select group of consultants and state administrators, Brian authored the agency's SSDLC and was invited to be guest speaker at the New York State Forum for project management. Mr. Duncan is a graduate of the State University of New York.

Mr. Duncan holds multiple Microsoft and Oracle Certifications.

Mr. Duncan has been leading the CRM California practice working with clients to include San Bernardino County DA's Office, LA County, and San Diego County.

CRM Developer I – Chitra Duraisamy

The Developer for this engagement will have significant experience and knowledge of the CRM and/or SharePoint platform. The Developer assigned to the project is responsible for the implementation of the

functional requirements and setting up the sites and artifacts needed to deliver those requirements. The consultant is also able to develop custom web parts, workflows, themes/branding, and customization of the CRM environment. Additionally, the Developer is well versed in all Microsoft Products, SQL, and Data Migration. The developer will be responsible for testing and providing successful system functionality.

Chitra has over 9 years of IT experience, with 5 of those years serving in the capacity of an application architect on over twenty Microsoft CRM implementations. Chitra has led the development of a diverse set of custom applications within the private and public sectors, both domestically and internationally. He has extensive experience with application Design and Development, Business Intelligence/Reporting, requirements gathering, and user interface design. Chitra has demonstrated the ability to critically analyze, optimize and automate systems to streamline business processes in a way that enhances market share and revenue through the use of Microsoft Dynamics CRM and the Microsoft .NET platform in either C# or VB.NET. Chitra has a propensity for understanding business processes and streamlining their effectiveness within the Dynamics CRM platform.

Chitra holds several certifications in Microsoft Dynamics CRM.

CRM Developer II – Kiran Kothamachu

The Developer for this engagement will have significant experience and knowledge of the CRM and/or SharePoint platform. The Developer assigned to the project is responsible for the implementation of the functional requirements and setting up the sites and artifacts needed to deliver those requirements. The consultant is also able to develop custom web parts, workflows, themes/branding, and customization of the CRM environment. Additionally, the Developer is well versed in all Microsoft Products, SQL, and Data Migration. The Developer will be responsible for testing and providing successful system functionality

Kiran has more than nine years of programming experience in analysis, design, development, and testing of various client-server and web-based applications. Additionally, he has extensive experience in Microsoft Dynamics CRM 4.0/CRM 2011/2013/2015 and hands-on experience in Microsoft .NET technology including: .NET Framework v1.0 through v4.0, Classic ASP, ASP.NET, ADO.NET, ASP.NET MVC, C#, VB.NET, XML, LINQ, and Entity Framework 4.1. Kiran has deep conceptual understanding and experience in object oriented programming (OOP) and agile/spiral methodologies. He is proficient in visualizing the system design using the UML Diagrams, UML modeling, and data flow Diagrams. Kiran has an exceptional aptitude for gathering customer requirements, functional requirements, and service oriented architecture (SOA).

Kiran holds several certifications in Microsoft Dynamics CRM.

Integration Specialist – Ryan Mylott

The Integration Specialist's role is to participate in the planning and coordination of the integration of applications and technologies within the organization's application integration environment and perform solution development and implementation activities related to it. The Integration Specialist has proven communication skills, problem solving skills, and is proficient in programming languages and data structures.

Ryan has six years of experience in the Information Technology field. Ryan's previous roles have included Service Desk Representative, Desktop Support Technician, and Network Administrator. He is currently the IT Manager for Aeon Nexus, and assists in many facets of the business' daily operations, including: Office 365 and other account administration; Microsoft Dynamics CRM development, documentation, and QA testing; client demonstrations and end user training; network infrastructure architecture, installation, and maintenance;

server and client PC builds, deployment, and maintenance; telephony, including VOIP phones; and security systems installation.

Ryan is working towards certifications in Dynamics CRM.

Data Migration Specialist – Matthew Bell

The Data Migration Specialist is responsible for analyzing the current method of data migration to distributed database formats and providing best practice recommendations for processing. Additional responsibilities include analyzing the method of transforming existing data into a format for the new environment and the loading of this data into other database structures, reviewing existing migration tools and providing recommendations for improving performance of the migration process, and providing necessary change and support documentation.

Matt has 10 years of experience with Aeon Nexus as a solutions consultant working on a wide variety projects. He has extensive experience developing, testing, and implementing customizations to spend analysis platforms, specifically their data model and user-interface, and processing data for inclusion in spend analysis implementations. Matt has been involved in implementing solutions and providing user training for many public and private sector clients including EMC², Medbuy, Time Warner, Verizon, American Express, the District of Columbia, IRS, the Department of Homeland Security, and Con Edison.

Matt is a Microsoft Certified Professional with experience in Microsoft Dynamics CRM, Microsoft SQL Server, Oracle, and Ariba Spend Management products.

Business Analyst – Maria Tuller

The Business Analyst is responsible for gathering all system requirements and creating all necessary artifacts used throughout the implemented SDLC (software development lifecycle) for all members of the team. The Business Analyst will document all workflows, use cases, and stakeholder interests.

Maria has over 15 years of solutions delivery experience in the public and private sectors. She is a seasoned professional who has worked with varied international organizations. As Business Analyst at Aeon Nexus, Maria is responsible for successful project management, project implementation and training Aeon Nexus' customers. Maria is a graduate of Kalashnikov Izhevsk State Technical University (Russia). She is a Microsoft Certified Professional and currently holds Six Sigma Yellow Belt.

Maria holds certifications in Microsoft Dynamics CRM Applications, Customizations and Configurations, Implementations, and Presales Technical Specialist Assessment.

Quality Assurance Analyst – Josh Smith

The Quality Assurance Analyst (QA) tests applications to make sure they are reliable, fully functional, and user-friendly. The Analyst also looks for weaknesses in the program, such as an unappealing interface or slow loading speed. The QA is typically involved throughout all project phases to include design, development, production and deployment.

Josh joined Aeon Nexus in June of 2015 and is a recent college graduate with a Bachelor of Arts Degree in Business Economics from the University of Maine at Farmington. While studying Business Economics, Josh had the opportunity to be an integral part of numerous teams that analyzed various businesses and developed strategies that, when implemented, would increase revenues, cut costs, and allow for a better experience for the consumer. Over the past few months, Josh, using his excellent comprehension and retention skills, has

managed to become certified in Microsoft Dynamics CRM in both the Applications Test (MB2-704) and also the Configuration and Customizations Test (MB2-707).

Josh holds certifications in Microsoft Dynamics CRM Applications and Customizations and Configurations

Josh has assisted on Legal Case Management Applications with similar clients to include San Bernardino County DA's Office, LA County, and San Diego County.

Trainer – Liz Beaty (with Project Manager and CRM Developers)

The Dynamics CRM Trainer(s) has in-depth knowledge of Microsoft Dynamics CRM software. They are highly skilled in gathering training requirements and translating them into a detailed training plan. Aeon's skilled trainers have experience with coordinating small teams in the delivery of all training activities. The CRM Trainer is the key resource for knowledge transfer and education on the Dynamics CRM 2015 platform and application specifics.

Liz is an accomplished Dynamics CRM specialist and trainer with experience in all aspects of Dynamics CRM implementation, development, and training. Proficient in all versions of Dynamics CRM, Liz has leveraged her skillset and personal skills in the areas of training and certification preparations. Liz has a passion for the fusion of information technology and adult education. She specializes in "stand-up" instructor-led training (ILT), computer-based training (CBT), curriculum design, and technical writing.

Liz holds certifications in Microsoft Dynamics CRM Applications, Customizations and Configurations, Presales Technical Specialist Assessment and Sales Specialist Assessment.

END OF ATTACHMENT STE

3.5 Attachment TRM- Termination

3.5.1 General

This Attachment TRM sets forth the circumstances and procedures associated with the various options for termination under this Agreement.

3.5.2 Term

This Agreement will commence on the Effective Date and continue through Final Acceptance and the expiration of all future Maintenance and Support Services terms as set forth in Attachment SLA, unless terminated sooner in accordance with the express terms of this Agreement. The DA and Aeon may mutually agree, in writing, to extend this Agreement by amendment.

3.5.3 Termination for Breach

An event of default by Aeon under this Agreement shall occur if: (i) Aeon fails to provide all Professional Services and complete all other Deliverables identified herein within the scheduled time frame for the Milestones, as set forth in Attachment SCH (subject to agreed changes in the project schedule or a reasonable extension requested in writing by Aeon as a result of the failure of the DA to fulfill its obligations under this Agreement in a timely manner); (ii) Aeon persistently disregards laws, ordinances, or the reasonable instructions of the DA and the County; (iii) Aeon fails to perform consistent with Attachment SOW, or repeatedly fails to provide sufficient personnel or materials to ensure the proper completion of the terms of the Agreement; (iv) Aeon performs Professional Services or provides Solution that is/are not in conformance with terms of this Agreement, or refuses to perform consistent with Attachment SLA; (v) Aeon ceases doing business or discontinues providing Professional Services without authorization by the DA, becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors; or (vi) Aeon commits any other material breach of its obligations under this Agreement. Upon receipt of a written notice from the DA that an event of default has occurred and is continuing, Aeon shall take action to cure such default within thirty (30) days. If Aeon has not cured the event of default identified in the written notice from the DA within the applicable cure period, then the DA shall have the right to terminate the Agreement effective immediately as of the end of the notice period. In addition to termination, the DA reserves the right to pursue all of its legal and equitable rights and remedies upon a termination for breach. The DA shall make payment to Aeon for any undisputed Professional Services and/or Maintenance and Support Services rendered and Solution delivered through the date of termination. Payment for any disputed products or services shall be addressed through the dispute resolution provisions of this Agreement.

3.5.4 No Waiver

Any waiver by the DA of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of the DA to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing the DA from enforcement of the terms of this Agreement.

3.5.5 Termination for Non-Appropriation or Convenience

If County should not appropriate or otherwise make available funds sufficient to carry out the Case Management System, or otherwise for convenience, County may unilaterally terminate this Agreement upon thirty (30) days written notice to Aeon. Upon termination, County shall remit payment for all Deliverables delivered to County and all expenses incurred by Aeon prior to Aeon's receipt of the termination notice. County will not be entitled to a refund or offset of previously paid license and other fees. Without limiting the foregoing, the DA and Aeon agree to negotiate in good faith to determine the amount due to Aeon, provided that such amount shall be calculated based on the percentage completion of Milestones that have been

accepted by the DA pursuant to the process in Attachment ACC or which are works in progress for which Aeon has commenced work as of the date of termination.

3.5.6 Procedures upon Termination

Upon termination of this Agreement, Aeon shall deliver to the DA all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Aeon in performing this Agreement, whether completed or in process, except such items as the DA may, by written permission, permit Aeon to retain. Any DA data that is required to be returned to the DA under this Agreement shall be provided in a DA prescribed format. Data will be provided at no additional cost to the DA, provided the DA provides Aeon with instructions for formatting of said data. To the extent provided in this Agreement, the DA will have perpetual fully paid license rights to such materials.

Aeon will also provide transitional services during the applicable termination notice period and for up to ninety (90) business days following termination, as requested by DA, on a time and materials basis at then-current rates.

3.5.7 Effect of Termination

At the option of the DA, the termination of this Agreement shall not affect the DA's rights to the Solution pursuant to the Agreement, provided that the DA has paid all Solution license fees set forth in the Attachment PRC and the DA is not in material breach of this Agreement. If the DA elects not to retain the Solution following termination, or terminates this Agreement prior to the payment of all Solution license fees, the DA shall immediately cease using the Solution and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Solution and related materials. The DA shall certify such action in writing to Aeon within thirty (30) business days after the termination date.

3.5.8 Survival

Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, those described in Section 2.12 (Confidential Information), shall survive termination of this Agreement.

3.5.9 Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

END OF ATTACHMENT TRM

3.6 Attachment SD – Solution Development

The DA requires that development be done on development servers in the DA environment at the DA Office locations.

END OF ATTACHMENT SD

3.7 Attachment CHG- Change Control

3.7.1 Overview

As a result of comparing expected and planned results with actual project results, change requests may be issued which may expand, adjust, or reduce the scope of the Deliverables to implement the CMS. Changes can impact project management planning, project documents, and other Deliverables. Changes may include, but are not limited to the following:

- Corrective action – A documented change of direction or omitted procedure for executing project work to bring expected future performance of the project work efforts in line with the project management plan.
- Preventative action – A documented change in direction to perform an activity that can reduce the probability of negative consequences associated with project risks.

3.7.2 Change Control, Change Requests and the Change Control Process

3.7.2.1 Change Control

Change control is the process of reviewing change requests, approving changes and managing changes to the deliverables, organization, project documents and the project management plan. Change control is performed from the inception of the project through the project's completion. The change control process is comprised of the following activities:

- Identification of need for change
- Documenting the change
- Submitting the change request
- Reviewing, approving, or denying change requests promptly. Delays in approvals can delay the project schedule, budget or the opportunity to implement change
- Managing the approved changes once they have been approved
- Coordinating the synergy of changes across the entire project (e.g. a proposed change may also impact cost, risk, quality, and staffing)
- Communicating the approved change and the impact of the change to all employees, contractors, and sub-contractors

3.7.2.2 Change Request

A change request is a written request (Appendix D) submitted to the DA Project Manager(s) recommending a change in the Deliverables from those originally defined in this Agreement and the initial project plan. Based upon scope or cost impact, change requests may require additional approval from the Change Control Board. The CCB may be composed of the DA Project Manager, Project Sponsor, Project Managers and / or members of the Executive Steering Committee Member or IT Technical Teams.

Changes may be requested by any project team member (DA or Aeon) and must be approved by the business owner for the affected area before being submitted to the Project Managers. The Aeon team must estimate the cost and time impact once the change request has been authorized by the DA Project Manager. Cost or time impact may be estimated as zero. The DA Project Manager will approve or deny the change in writing on the Change Request Form.

If the change is not feasible for any reason, the Change Request will be rejected and sent back to the requestor. The request may need additional information or rework on the business case or the time and cost estimate.

Approved Change Requests require new or revised activity sequences, schedule dates, resource requirements, budget requirements and analysis of risk alternatives which could result in changes to the project management plan or other project management plans / documents.

3.7.2.3 Change Delivery

Aeon will not provide any Professional Services, Solution, Hardware, materials or related items that cause the DA to incur additional expenses beyond those stated in this Agreement unless the Change Request has been approved as a written amendment in accordance to the terms of this agreement. Notwithstanding the foregoing, to the extent that the DA Project Manager has been expressly authorized by the County Board of Supervisors to approve Change Requests which fall within specific criteria, then a Change Request may be authorized with the advance written approval of the DA Project Manager. Except as specifically stated in this Agreement, DA personnel have no authority to order or direct any changes to this Agreement. Failure of Aeon to secure proper advance approval in writing for any additional Professional Services, Solution, Hardware, materials or related items beyond those specifically stated in this Agreement will constitute a waiver by Aeon of any claim for additional compensation related to such items, and such items will be deemed to be included in the costs stated in this Agreement.

END OF ATTACHMENT CHG

3.8 Attachment PRC- Pricing

3.8.1 General

This Agreement is a fixed price contract between Aeon and the DA. The work to be performed by Aeon pursuant to this Agreement shall be completed only at a fixed price or prices, as stated in this Agreement, for the scope of Solution and Professional Services defined herein, to be paid by the DA. That is, the fixed price or prices shall remain unchanged regardless of the amount of staff hours it takes Aeon or the other costs Aeon must incur to correctly accomplish the work, except as otherwise agreed to by the parties.

The total fees associated with the project are itemized in the following tables.

3.8.2 Payment for CMS Professional Services

These fees include all licensing fees for the Solution in scope as of the Effective Date.

| Professional Services-Line item table | | |
|--|--|---------------------|
| Item | Description | Unit Price |
| PI02 | Customizations | \$377,796.00 |
| PI03 | Template and Forms Development – Approximately 5,000 templates. | \$152,304.00 |
| PI04 | System Interfacing | \$52,500.00 |
| PI05 | Project Management | \$168,720.00 |
| PI06 | User Training – Approximately 700 Users | \$14,500.00 |
| PI07 | Administrator Training – Approximately 10 Administrators | \$20,000.00 |
| PI08 | Data Migration/Conversion (Current system has approximately 400 tables, with 175 million records.) | \$52,500.00 |
| PI09 | User Documentation | \$7,000.00 |
| PI10 | Administrator Documentation | \$500.00 |
| Professional Services TOTAL | | \$845,820.00 |

3.8.3 Payment for Milestones

Fees for Solution and Professional Services provided by Aeon pursuant to this Agreement and identified as in-scope as of the Effective Date shall be paid on according to the schedule set forth below.

| Milestone | Sub-Milestone | Projected Start Date | Description | Payment Due | Total Payment | % of Price |
|---|--------------------------|----------------------|--|--|---------------|------------|
| 0 – Project Kick Off | | April 18th | During this kick-off meeting, Riverside County DA and Aeon Nexus team members will meet to: * Provide team member introductions * Establish key service point-of-contacts, and processes * Comprehensive review of the Statement of Work and development of a project plan/schedule | Upon Completion of Kickoff Meeting | \$84,582.00 | 10% |
| 1 – Discovery - Initiation & Planning | | April 25th (5 weeks) | The Aeon Nexus team will gather functional and technical requirements and design and build the solution. | Upon Completion of Discovery | \$84,582.00 | 10% |
| 2 – Development-Infrastructure/ Software Installation and Configuration | | May 30th (15 weeks) | The Aeon Nexus team will configure and build the system to meet Riverside County DA requirements as outlined in the SOW. | | | |
| | 2(a) – Solution Delivery | | | 3 weeks after beginning of Milestone 2 | \$50,749.00 | 6% |
| | 2(b) – Configure System | | | 6 weeks after beginning of Milestone 2 | \$50,749.00 | 6% |

| | | | | | | |
|---------------------------|-------------------------------------|-------------------------|---|--|-------------|-----|
| | 2(c) – Develop Build Specifications | | | 9 weeks after beginning of Milestone 2 | \$50,749.00 | 6% |
| | 2(d) – Build | | | 12 weeks after beginning of Milestone 2 | \$50,749.00 | 6% |
| | 2(e) – Migrate | | | 15 weeks after beginning of Milestone 2 | \$50,749.00 | 6% |
| 3 – System Testing | | Sept. 12th (5 weeks) | Aeon Nexus will facilitate internal testing. Aeon Nexus will develop and execute a User Acceptance Test plan with District Attorney test team. District Attorney test team will perform UAT testing. | Upon Completion of System Testing | \$84,582.00 | 10% |
| 4 – Production Deployment | | October 17rd (5 weeks) | The Aeon Nexus team will execute the development work and begin implementing the systems workflows, database integrations, and import of data. Unit and functional testing will also be executed. System Go-Live. | Upon Completion of Production Deployment | \$84,582.00 | 10% |
| 5 – Training | | November 21st (5 weeks) | Aeon Nexus will provide technical training for Riverside County DA IT staff and key stakeholders on how to use, maintain, and support the solution. | Upon Completion of Training | \$84,582.00 | 10% |

| | | | | |
|-------------------------------------|---|----------------------------|-------------|-----|
| 6 – Go-Live | December 27th | Upon Completion of Go Live | \$84,582.00 | 10% |
| 7 – 30-Day Launch Break Fix Support | 30 calendar days' additional support after initial launch of system. Solution configuration completed, tested, fully implemented and operational. | 30 Days After Go Live | \$84,582.00 | 10% |

The Milestones and Sub-Milestones identified above align with the Deliverables Matrix provided at Attachment DEL, and are to be delivered sequentially, in the order presented. Upon completion of the tasks associated with each Milestone or Sub-Milestone, the DA will sign-off on that Milestone or Sub-Milestone according to the process set forth at Attachment ACC, which sign-off shall constitute the DA's authorization for Aeon to (i) invoice the associated payment amount; and (ii) proceed to the next Milestone or Sub-Milestone. For the avoidance of doubt, the "Sub-Milestones" identified in the payment schedule set forth above are "phases" in the Deliverables Matrix; however, for purposes of this Attachment PRC, they are treated as Milestone events because they trigger a payment obligation by the DA. In addition, the foregoing provisions regarding sequencing do not apply in any event to Milestone 0.

3.8.4 Maintenance and Support Services Pricing

Maintenance and Support Services cover all Solution modules as identified and as otherwise referenced throughout this Agreement. The payment for Maintenance and Support fees shall commence pursuant to Attachment SLA. Subsequent annual Maintenance and Support Services fees will be due on the anniversary of such date and pursuant to Attachment SLA, in the amounts set forth below.

| Year | Maintenance and Support Services | |
|------|---|-----------|
| 1 | Annual Maintenance | N/A |
| | Enhancements, Training & Services | N/A |
| 2 | Annual Maintenance | \$134,500 |
| | Enhancements, Training & Services (240 hours) | \$42,000 |
| 3 | Annual Maintenance | \$134,500 |
| | Enhancements, Training & Services (240 hours) | \$42,000 |
| 4 | Annual Maintenance | \$134,500 |

| | | |
|---|---|-----------|
| | Enhancements, Training & Services (240 hours) | \$42,000 |
| 5 | Annual Maintenance | \$134,500 |
| | Enhancements, Training & Services (240 hours) | \$42,000 |
| | | |

Year 1 start date is at "Go-Live" of the project, or the beginning of the Break Fix/Warranty period. Year 2 support begins at completion of warranty period. Annual maintenance includes repairs, updates, user issues, and other items that support the system currently in place. Additional system enhancements/functionality/training will be covered under "Enhancements, Training & Services" line item as shown. ET&S includes 20 hours of professional services per month for the term of one year (240 annually). Hours may be rolled over monthly over the course of the annual term; however, at end of annual term, any unused hours will be forfeited and a new support agreement for the subsequent year will take effect. Payment of Annual Maintenance and ET&S will be due at the inception of the annual term. Should additional hours be necessary for enhancements, a change order will be implemented to address specific requirements.

For the duration of the Maintenance and Support Services terms, as set forth in Attachment SLA, Aeon warrants that it will correct or replace, at no additional charge on top of annual maintenance, any Defect of which it receives notice according to the terms of Attachment SLA. In addition, Aeon warrants that any Gap Enhancement, Custom Enhancement, Compliance Update and/or Defect Correction provided by Aeon will, subject to the terms of Attachment SLA: (i) remain fully compatible with the Solution; and (ii) will comply with the functional specifications contained in the then-current Documentation. For a period of five (5) years after the commencement of the Warranty Period, in the event that Microsoft removes or discontinues functionality from Microsoft Dynamics CRM that was contained in (x) the Functional Requirements and (y) the Documentation at the time of Final Acceptance, Aeon will provide a reasonable alternative for performing the same function.

3.8.5 Fees and Payment Terms

3.8.5.1 Invoices/Acceptance

Aeon invoices related to this Agreement shall be paid by the DA within thirty (30) days of the date of acceptance, under Attachment ACC, of any Milestone that entitles Aeon to payment pursuant to the schedule set forth above, or within thirty (30) days of the date of the applicable invoice for any payment that is not tied to a Milestone, such as the annual payment for Maintenance and Support Services. Prior to the due date of a payment due under this Agreement, Aeon will deliver an invoice with supporting information directly to the DA for the associated amount due.

3.8.5.2 Most Favored Pricing Terms

Aeon represents and warrants that the pricing provided to the DA for the Solution and Professional Services provided to the DA during the term of this Agreement are and shall continue to be equal to or more favorable than the pricing terms presented to any other comparably sized jurisdiction within the State of California as of the Effective Date for the same scope of services included herein. In the event that Aeon offers terms which are more favorable to a comparably sized jurisdiction for the same scope of services included herein, the DA shall be entitled to a pro-rata credit against future Professional Services equal to the net amount of the difference between what the DA was charged and the more favorable terms offered in the marketplace.

3.8.5.3 Payment of Change Requests

Payment for change requests by the DA will be based upon invoicing and pricing terms described in this Attachment and Attachment CHG. All change request invoices must include a breakdown of each line item composing the cost of the change request. The amount subject to any change order will be paid in connection with the applicable Milestone payment unless otherwise agreed between Aeon and the DA.

3.8.5.4 Taxes

Aeon must pay all applicable Aeon taxes, including, but not limited to, any taxes based upon Aeon's income, employer obligations, or property.

3.8.5.5 Disallowed Payment

In the event Aeon receives payment under this Agreement, which is later disallowed within the period of the Warranty by the DA for nonconformance with the terms of the Agreement and cannot be fixed, Aeon and the DA will work out a mutually agreed upon alternative.

3.8.6 Fixed Price Contract/No Hourly Limits

Aeon shall not be entitled to any adjustment to the fixed prices set forth herein unless the DA has agreed in writing to an adjustment pursuant to the change control process set forth in Attachment CHG. The allocation of the fixed price that is due upon the completion of each Milestone as set forth above has been negotiated by Aeon and the DA for payment purposes only, and is not intended to reflect the actual number of hours spent by Aeon as of such Milestone. The only circumstance in which Aeon will be compensated on the basis of hours actually spent will be in the event of a termination as provided in Attachment TRM.

3.8.7 Rates for Professional Services

The Aeon compensation rate associated with providing Professional Services on a time and materials basis pursuant to the terms of this Agreement shall be the then-current U.S General Services Administration (GSA) rate schedule for Aeon under contract number GS-35F-0238M. Rates shall be valid through 01/29/2017 and may be extended to the terms of this agreement in accordance to an effective GSA rate schedule. In the event GSA extends rates beyond the terms of this agreement, the County may have the option to utilize rates. It is understood that rates, positions, and/or other terms of the GSA contract may be amended throughout its term.

END OF ATTACHMENT PRC

3.9 Attachment SOW- Statement of Work

3.9.1 Overview

The Statement of Work identifies the obligations of Aeon and the DA associated with the implementation of the Case Management System.

The requirements stated in this Attachment SOW are not intended to relieve Aeon of requirements stated elsewhere in this Agreement, which terms and conditions govern this SOW.

3.9.2 DA and Aeon Resources Information

To facilitate the constant progress of the implementation of the Case Management System, access to and interaction with the necessary individuals is essential. The following contact information is to be provided to the DA Project Administrator by the DA and Aeon:

- Project Leads Contact information
- Emergency Contact information
- Other contact information as required

3.9.3 Background/Objectives

The DA is replacing its existing systems with the Solution to support all existing DA functions and business processes across multiple DA office locations in the County.

3.9.4 Assumptions

3.9.4.1 Hardware Procurement

The DA will be responsible for the procurement of all Hardware required for the CMS Project as defined in Appendix H1 - Hardware Configuration Details Worksheet.

3.9.4.2 DA Resources

The DA will be responsible for the availability, scheduling, quality and timeliness of work that is performed by DA staff and resources.

3.9.4.3 Project Meetings

When necessary, both the DA's and Aeon's designated employees will be accessible in a timely fashion for meetings with the other parties' project team members for all project meetings.

3.9.4.4 Functional Requirements

All of the Functional and Technical Requirements as stated in sections 5.1 and 5.2 will be satisfied by Aeon through the Solution.

3.9.4.5 Solution

The Solution configured by Aeon includes the following modules:

- Prosecution Case Management System based on Microsoft Dynamics CRM
- SharePoint backend for document management

3.9.5 Location of Work

This section defines work locations for Aeon to carry out the Professional Services.

3.9.5.1 Aeon Work at DA Offices

Where Aeon has allocated resources for onsite project work, that work shall be performed at any one or more of the following DA office locations:

Primary Work Location:

Project Management Activities, Meetings, Installation, Rollouts, etc.

Riverside

3960 Orange Street
2nd Floor Technical Services Bureau
Riverside, CA 92501
(951) 955-5400

Other DA locations are listed below:

| Western Division | Eastern Division | Southwest Division |
|--|---|---|
| Riverside 3960 Orange Street Riverside, CA 92501 (951) 955-5400 | Indio 82995 Highway 111, Suite 101 Indio, CA 92201 (760) 863-8216 | Murrieta 30755-D Auld Road, 3rd Floor Murrieta, CA 92563 (951) 304-5400 |
| Banning 135 North Alessandro, Room 210 Banning, CA 92220 (951) 922-7130 | Blythe 220 North Broadway Blythe, CA 92225 (760) 921-5840 | |

Juvenile Office

9991 County Farm Rd.
Riverside, CA 92503
(951) 358-4140

Other Work Locations (subject to change):

Installation, Rollouts, or other work.

- Riverside County Information Technology Data Center (RC3)
1960 Chicago Ave, Building F
Riverside, CA. 92507

The list set forth above describes existing DA offices. The DA may add, close or relocate any DA office and will notify Aeon of these changes in advance.

3.9.5.2 Aeon Work at Aeon Offices

All work not allocated for onsite deployment shall be performed by Aeon at its discretion at an Aeon office location.

3.9.5.3 Compliance with County Regulations

While present at the DA offices, all Aeon personnel or contractors shall comply with the reasonable requests of the DA safety or security personnel.

3.9.6 Scope of Services

Aeon shall deliver the Professional Services identified, and according to the Milestones, in Attachment DEL.

3.9.6.1 Core System Components

Consistent with the milestones set forth in Attachment DEL, Aeon will provide specifications design documentation for Core System Components.

3.9.6.2 Report/Output Document Specifications

Consistent with the milestones set forth in Attachment DEL, Aeon will provide specification design documents for the DA required custom reports and output documents as identified in Attachment PRC.

3.9.6.3 Integrations

According to the milestones set forth in Attachment DEL, Aeon will design, develop, document, configure and implement, the integrations set forth below.

| System | Name | Description | Type |
|--------------------------|----------------------|---|-------------------------|
| Riverside Superior Court | eFiling | Egress Felony, Misdemeanor, complaint electronic filing including Amendments and Informations. | XML based file transfer |
| Riverside Superior Court | Court Event Transfer | Ingress population of court events into CMS | Oracle view based. |
| E Subs | Court Notify | Subpoena notification and call offs | Windows Services |
| Public Defenders | Defender Data | Egress Felony, Misdemeanor, complaint electronic filing including Amendments and Informations. | XML based file transfer |
| Agency Partners | LEAFS | Ingress Felony, Misdemeanor, complaint electronic filing including Amendments and Informations. | XML based file transfer |
| MORE TO BE DETERMINED | | | |

3.9.6.4 Data Conversions

According to the milestones set forth in Attachment DEL, Aeon will provide the data conversions of DAMION into the System. Such conversions will be provided according to the terms of Attachment CNV.

3.9.6.5 Testing

According to the milestones set forth in Attachment DEL, Aeon and the DA shall be responsible for the testing set forth in the summary table below:

Testing Summary

| Test Type | Description | Responsible | Data Source | Test Exit Criteria | Comments |
|-------------|---------------------------------------|-------------|-------------------------------|--|---|
| Module Test | Verify individual modules work as set | Aeon | Converted DA data for testing | Module successfully passes the test without errors | Aeon to provide module testing results to the DA for review |

| | | | | | |
|--------------------|--|-----------|--|--|--|
| | forth in Functional requirements | | | All results are documented | and approval, and for Aeon to identify any corrective actions |
| System Testing | Verify and test system as a whole meets functionality set forth in Section 5 Functional and Technical Requirements | Aeon | Converted DA data for testing | Successful completion of all system test scripts Results are documented Audit logs reflect system testing activity and no Defects are identified | Aeon to provide system testing results to the DA for review and approval, and for Aeon to identify any corrective actions |
| Conversion Testing | Verification that existing and /or retiring system data identified in Section 3.9.6.5. is accurately extracted, transformed and loaded into the new application databases as set forth in Attachment CNV | DA / Aeon | Existing or retiring data from systems | Each extraction is accurate and complete Each transformation is accurate and complete Each load is accurate and complete Conversions can be repeated with the same results multiple times Audits of the converted data reflect a mutually agreed upon accuracy rate Metrics are logged Audit logs reflect conversion activity and no | Aeon and the DA to perform multiple iterations of the extracts, transformations and loads, and for Aeon to identify any corrective actions |

| | | | | | |
|---|---|---|---|--|--|
| | | | | Defects exist No Defects are deemed critical by DA, in its reasonable discretion | |
| Integration Testing of integrations identified in 3.9.6.3 | Verify that a module or group of interfacing modules operate as set forth in responses in Attachment REQ | Aeon/DA | Converted DA data for testing | Each component successfully passes testing criteria Results are documented Metrics are logged Audit logs reflect integration activity and no Defects are identified | Aeon to provide integration testing results to the DA for review and approval, and for Aeon to identify any corrective actions |
| Performance / Load / Stress Testing | Verify system responsiveness, reliability and stability under normal workload and during peak volumes Performance Tune systems as needed to ensure optimum performance | Aeon and DA will cooperate in performing all performance testing. The DA will resolve network related issues and unavailable system resources (e.g. database, disk, CPU, etc.) | High volume of converted DA data for testing Manually entered data | Successfully passes all performance tests without Defects Results are documented Metrics are logged Audit logs reflect system testing activity and no Defects are identified No Defects are deemed as critical by DA, in its reasonable discretion | Aeon to provide performance testing results to the DA for review and approval, and for Aeon to identify any corrective actions |
| User Acceptance Testing (UAT) | Verify that the system meets user needs and requirements | DA | Converted DA data for testing | All development has been tested and moved to this environment UAT Testing is | Aeon to respond to any documented Defects with a remediation |

| | | | | | |
|-----------------------|---|----|-------------------|---|--|
| | set forth in responses set forth in Section 5. | | | performed in a mirror of the production environment using current converted data All use cases and detailed test scripts are executed with a pass status Results are documented Metrics are logged No Defects are deemed as critical by the DA, in its reasonable discretion. | plan and deliverable date prior to go live |
| Mobile Device Testing | Verify that mobile access is operating as set forth in Section 5. | DA | Converted DA data | Successful completion of all identified test scripts | Aeon to provide performance test results for the DA review and approval, and for Aeon to identify any corrective actions |

The DA shall have the right to review and approve all test results provided by Aeon, whether or not Aeon is designated as being solely responsible for that phase of testing, and to conduct any of its own tests that the DA deems appropriate prior to satisfaction of the Test Exit Criteria, identified in the table above, for each phase of testing. The DA agrees that it shall exercise its rights in good faith and in a manner that does not unreasonably delay the project schedule. Acceptance of test results by the DA during each phase of the project shall not waive or relieve Aeon from its Solution warranty obligations.

3.9.6.5.1 Performance Testing

During Performance Load Stress Testing, in order to gauge true performance of the System performance testing will be conducted on high volume converted data. Key test parameters will include:

Network Performance

Aeon and the DA will jointly work together to perform the following:

- Bandwidth

- Utilization
- Interface statistics, hosts and network devices
- Host, application server and client (e.g. desktop) interface statistics
- Packets/second, bytes/second
- Round-trip performance and latency
- Availability
- Network errors, link quality
- Network device logs, configuration files
- Routing, switching implementation

System Performance

- CPU Utilization, run queues
- Paging, swapping
- Context switching, system calls, interrupts
- I/O and caching
- Physical / Virtual memory utilization and management
- User configuration
- Processes and applications

Database Optimization

Aeon will assist the DA with optimizing the database by testing for the following:

- Response Time
- Maximum user load
- Business-related metrics

3.9.6.5.2 User Acceptance Testing Process

User Acceptance Testing (UAT) is a Solution testing process where monitored business users execute predefined test scripts to determine whether the transactions, rules, and reports/outputs identified in Section 3.9 meet all their business requirements and will support the business for which it was designed and are "production ready." User acceptance testing is a testing phase that is completed independently from Solution development activities, design verification activities or system testing activities.

The DA will develop comprehensive detailed test scripts, and Aeon will assist in that process as it impacts the business transaction documents and report/output documents within Aeon's scope. When executed, these test scripts will ensure all business processes have been satisfied as defined in those documents. Any Defects will be logged in SharePoint and Aeon will resolve the Defect. All defective configurations will be retested to verify successful corrective action has been taken and that the Defect has been remediated.

UAT will be executed in business cycle / process order.

3.9.6.6 Training

3.9.6.6.1 Training Facilities

The DA will coordinate training facilities for the project. Class size will be limited to 25 participants per session with one staff member. Other equipment to be provided by the County, as needed may include:

- Large Screen Monitor/Projector for the instructor
- Connectivity to Monitor/Projector

- White Board
- Flipchart
- Peripherals

3.9.6.6.2 Training Personnel

Aeon training personnel will be full-time Aeon employees who are experienced instructors and Solution specialists with industry specific experience and trained on specific Solution modules or cross-trained on applications within the Solution product family. In addition to their background experience, it is desirable that the trainers be involved in product improvement through quality assurance testing.

3.9.6.6.3 Responsibilities

Both the DA and Aeon responsibilities are listed in the table below:

| Project Training | |
|--|--|
| Aeon Responsibilities | DA Responsibilities |
| Detailed and comprehensive training plan | Review and approval of the detailed training plan |
| All training materials and documentation including a training database and e-Learning modules with 24/7 access. | Provide training facilities with PCs for each attendee |
| Provide the DA Aeon's standard training materials to customize to the DA business procedures (Aeon to provide the DA a user training guide customized to DA business procedures. This includes a Microsoft Dynamics CRM 101 System User Guide, Prosecutor Case Management System User Guide, and screen capture videos. | User guides will be prepared by the DA prior to the start of end user training. |
| All functional / system administration training and customized to the DA user guides for the system administrators (Aeon to provide the DA a system administration guide for the system administrators Administration documentation will include all user documentation in addition to an Administrator System User Guide. | The DA will identify staff that will attend training sessions based upon their primary responsibilities. |
| All database / technical training and documentation required to install and maintain the fully integrated system. All database / technical training and documentation required to install and maintain the fully integrated system. Documentation includes Database Dictionary, Maintenance Guide, Trouble- | Will provide all technical resources necessary for training. |

| | |
|--|--|
| Shooting Guide, System Test Plan, and Disaster Recovery Plan. | |
| Training and mentoring on the reporting application including ad hoc querying. | The DA will identify staff that will attend training sessions based upon their primary responsibilities. |
| Partner with the DA to evaluate the knowledge levels and specific training needs of DA staff | The DA will identify staff that will attend training sessions based upon their primary responsibilities. |
| Mentor and monitor DA trainers | The DA will identify staff that will attend training sessions based upon their primary responsibilities. |

3.9.6.6.4 Training Approach

OVERVIEW

Aeon Nexus employs a team of dynamic trainers well versed in the use, customization, and administration of Dynamics CRM. Aeon's trainers will work to develop a comprehensive training schedule based upon the needs of the DA's office, and provide detailed, scenario-based training services to all pertinent personnel.

Aeon on-site training leverages hands-on, lab-based training techniques delivered in half-day increments to maximize content retention and eliminate oversaturation of the participants. Real-world scenarios will be customized to match each training group's predicted daily interactions with the Solution. These scenarios will be used at the close of Aeon's training sessions as part of a user assessment survey to help identify those staff that may require additional training. The goal of the Aeon Nexus team of trainers is to ensure that each trainee achieves an assessment level of "Sufficient" before being granted access to the system.

In addition to on-site training programs, Aeon trainers will also offer online training for the convenience of those staff that need additional instruction, or prefer the environment of an online training medium. Online instruction will be made available through WebEx online meetings and incorporate full desktop sharing of the instructors' environment to communicate screen activities, slide show information, and participant involvement.

Aeon Nexus recommends training the following roles:

- **Business owner and managers**—Business owners and managers provide the leadership necessary for success, and guide decisions about the way Microsoft Dynamics CRM Online for Government is deployed. Although they do not have to understand the details of installation and configuration, they must be aware of the system configuration and maintenance requirements.
- **System administrator**—The system administrator may have several responsibilities, including configuring system settings, configuring and assigning security roles, setting up and configuring the Microsoft Dynamics CRM platform for Outlook software, and performing regular data backup using the bulk data export tool. Note that is in addition to performing business continuity backups maintained by Microsoft operations personnel.
- **System User**—The system users are daily users of the system. Users generally use the platform without the technical expertise required to fully understand it.

Training Plan Overview

Aeon Nexus will provide each user with a training session to include a combination of Microsoft Dynamics CRM 101 and the Prosecutor Case Management Application. Due to the large number of users, Aeon Nexus will provide 24 quantity half day sessions with approximately 25-30 students per session. Two sessions (am and pm) will be given each day over a 12-day period (business days). A single session will be recorded and available for all User review, including future system users. In addition, the Aeon Nexus team will create a video library containing screen capture videos to be used for additional training and self-help. Screen capture videos will include an overview of the system and how-to's on various system tasks. These tasks will be specified once the system is fully tested and will be included in the overall training plan.

Basic User training will include:

Microsoft Dynamics CRM 101

For this course Aeon instructor(s) will provide Users with a general overview of the Microsoft Dynamics CRM platform. This course is intended as a pre-requisite for all new users to Microsoft Dynamics CRM-based applications. It provides a brief overview of the platform and how to navigate.

Course Plan:

Module 1: Microsoft Dynamic CRM Overview

Module 2: Navigation Bar

Module 3: Dynamics Link Bar

Module 4: Dashboards

Module 5: Forms

Module 6: Reports

Module 7: Helpful Tips

Course Duration: 1-hour Web-Based or Classroom Learning – Instructor(s) Led / Offsite or Onsite

Course Materials: Microsoft Dynamics CRM 101 User Guide

Prosecutor Case Management Application

For this course Aeon instructor(s) will provide User training on how to use the Prosecutor Case Management Application. Specifics of this training course will be determined during the Implementation and Testing Phase of this engagement.

Course Duration: 3-hour Web-Based or Classroom Learning – Instructor(s) Led / Offsite or Onsite

Course Materials: Microsoft Dynamics CRM 101 User Guide, Prosecutor Case Management Application User Guide, screen capture videos.

System Administration Training

Aeon Nexus Corporation provides a wide array of training options for Microsoft Dynamics CRM both for technical and business users. Training is an important component of maintaining the value of a Microsoft Dynamics CRM investment. Quality training from industry experts like Aeon Nexus will keep DA Administrators up-to-date and help to develop the skills necessary for fully maximizing the value of the county's Solution(s). Aeon Nexus will provide three courses for the 10 quantity Administrators. Aeon's course will include Microsoft Dynamics CRM 101, Prosecutor Case Management Application, and Aeon's Microsoft Dynamics CRM Customization and Configuration course which teaches students the techniques required to customize Microsoft Dynamics CRM to meet the specialized needs of

business applications. Topics covered include security; creation and configuration of entities; design of forms, views and charts; auditing and solutions.

These courses are designed for both novice and experienced customizers of Microsoft Dynamics CRM who are familiar with the end-user principals of the software. No programming skills are required, but a basic understanding of database principals will be an advantage.

Microsoft Dynamics CRM 101

For this course Aeon instructor(s) will provide Administrators with a general overview of the Microsoft Dynamics CRM platform. This course is intended as a pre-requisite for all new users to Microsoft Dynamics CRM-based applications. It provides a detailed overview of common CRM style implementations of browser-based data list and form interfaces. By familiarizing the new user with common interface functions and approaches to finding and manipulating desired data, user satisfaction and productivity increases can be achieved.

Course Plan:

Module 1: Microsoft Dynamic CRM Overview

Module 2: Navigation Bar

Module 3: Dynamics Link Bar

Module 4: Dashboards

Module 5: Forms

Module 6: Reports

Module 7: Helpful Tips

Course Duration: 1 Day Web-Based or Classroom Learning – Instructor(s) Led / Offsite or Onsite

Course Materials: Microsoft Dynamics CRM 101 User Guide

Prosecutor Case Management Application

For this course Aeon instructor(s) will provide Administrator training on how to use the Prosecutor Case Management Application. We will focus on a train the trainer approach so that Administrator staff is able to support the application for years to come and to train new users to the system. Specifics of this training course will be determined during the Implementation and Testing Phase of this engagement.

Microsoft Dynamics CRM Customizations and Configurations

For this course Aeon instructor(s) will follow our Dynamics CRM Customization and Configuration lesson plan. Please note, Aeon Nexus is flexible and we will work with the DA to customize a lesson plan that best fits the agency's unique needs. Aeon Nexus will provide three hands-on labs for five consecutive days between the hours of 8:30am-5:00pm PST, to accommodate a maximum of ten Administrator level students. Additionally, course materials will be created for users to reference during training and for post training support.

Course Plan:

Module 1: Introduction to Customizing Microsoft Dynamic CRM 2015

Module 2: Building a Security Model in Microsoft Dynamic CRM 2015

Module 3: Customizing Entities

Module 4: Customizing Fields

Module 5: Managing Relationships

Module 6: Customizing Forms
Module 7: Configuring Business Rules
Module 8: Customizing Views
Module 9: Customizing Charts and Dashboards
Module 10: Additional Security Options
Module 11: Business Process Flows

Course Duration: 3 Day Classroom Learning – Instructor(s) Led / Onsite

Course Materials: Course Manual

In addition, Microsoft Dynamics CRM provides a wealth of knowledge-base access to include E-learning, videos, documentation, and articles. The CRM Resource Center also links to an active online community that provides access to community-based peer and expert help.

3.9.6.6.5 General-Hypercare

Hypercare is defined as an escalated level of on-site Professional Services provided to the DA by Aeon beginning with and following Go-Live and lasting for 30 days. In addition, Aeon will provide remote technical resources for production transition at critical support level for an additional 120 days.

3.9.6.6.6 Hypercare Phases of Service

Phase I occurs during the first 30 days following Go-Live; it is intensive onsite support provided by Aeon consultants and trainers at the DA's multiple office locations during business or production hours as identified by the DA. The purpose of this level of support is to provide immediate, face-to-face interactions between Aeon resources and DA end-users of all levels when questions or Issues arise. Response time should be immediate or near-immediate as the resources are available onsite. The number of Aeon resources is set forth at Attachment DEL.

Consistent with Attachment DEL, Phase II occurs during the next 120 days following Go-Live, where Aeon will provide remote technical resources for production transition at critical response level (reference 2.11.5).

3.9.6.7 Maintenance and Support Services

Aeon will provide ongoing maintenance and support services on the terms set forth in Attachment SLA.

Aeon Nexus provides Ad Hoc Support services for annual system and/or application support. Ad Hoc support covers any additional support, updates, and changes the DA may acquire through a change order during the agreement maintenance and support period as long as the updates and changes are performed or reviewed by Aeon Nexus. This includes support Monday – Friday between the hours of 7am and 5pm PST. Aeon Nexus will provide first-line support for the DA and escalate to Microsoft if required. Aeon Nexus will respond immediately to issues (via email, phone, or Solution connection), providing the request was initiated before 4:00pm PST Monday – Friday. Outside normal support hours, Saturdays, Sundays, and major holidays, Aeon Nexus will respond within 4 hours until the issue is resolved.

3.9.7 Policies

3.9.7.1 County Information Security Program

It is the policy of the County to protect County information in accordance with all applicable laws, governmental regulations and accepted best practices to minimize information security risk and ensure the right information is available to the right people at the right time. To achieve this goal, the County Board of Supervisors authorizes the County Information Security Officer (CISO) to develop and maintain the County Information

Security Program and requires all County departments to comply. Aeon is also required to comply with the County Information Security Program.

The following information shall be provided by the County and Aeon shall comply with the County Information Security Program:

- County Board of Supervisors Information Security Policy A-58 (Attachment A58)
- County Information Security Standards. The Information Security Standards define the specific controls and processes required to mitigate information security risks.
- County Information Security Specifications
- County Information Security Office forms
- If an on premise solution is leveraged, a web-facing server/appliance must reside within the County's DMZ to process all interactions with external. No direct or proxy connections directly to the County's internal networks are allowed from endpoints on untrusted networks.
- Mobile device users must authenticate just as normal endpoints would.
- All mobile device authenticated communications must be encrypted with, at a minimum, Secure Sockets Layer (SSL) or Transport Layer Security (TLS) with a bit length of 2048 bits or higher.

3.9.7.2 Retention and Archiving Policies

The Solution database must allow for flexible retention policies and archiving for database transactions as documented in and required by County Policy A-43 (*Attachment A43*).

In addition, the Solution must include an automated record retention strategy.

Aeon Nexus understands the importance of a strong records retention strategy and will work implement a three phased approach to ensure the solution meets the demands of the county.

Phase 1 will include an extensive discovery period in which the type and classification of all data to be housed within the CMS will be recorded. It is during this phase that the Aeon team will create general categorizations of the types of data and the records retention policies that govern them. This will include Aeon's recommendations for performance alongside of identified legal statues, governing laws, and county preference.

Phase 2 will include the implementation of the designed retention policy. Dynamics CRM is unique in the way that it maintains data and provides tools for reducing data "clutter". Often, there will be no need for the county to "Delete" or "Archive" data to help remove unwanted records from general use. This allows for the Aeon team to build a system that can just as quickly find a record that was "archived" five years before as it can find a record you are working with today.

It is also during this phase that automated workflows, system alerts and ticklers, and requested reports will be configured to help identify record groups that fall into specific retention categories. The goal for the Aeon team is to always automate processes whenever possible and remove the requirement for any user to "remember" to perform actions or maintenance duties. As such, alerts and reports may be used just as guiding reminders, or if preferred, automated tasks can be made manual and await user input. Phase 2 will include the implementation of all identified retention schedules.

Phase 3 will include a targeting training specific to records maintenance and archive retrieval. Generally, the Dynamics CRM DA Case Management System implements a "No Delete" strategy. By preventing users from deleting data, historical accuracy and data integrity can be guaranteed. However, it is important that users understand how data can be managed within the system to ensure the cleanest presentation of accurate, valuable datasets. The Aeon training team will work with users and technical staff to teach the concepts of

"archived" and "deleted" data as they pertain to the system. Users will be happy to learn that all data can still be located directly within the solution interface.

3.9.8 Project Management

As set in Attachments DEL and PMP, Aeon and the DA will jointly manage the overall project via a mutually agreed upon methodology. Additional information related to project management is set forth in Attachment PMP.

3.9.9 Timeframe

A general project schedule is defined as part of Attachment SCH. This schedule should be used as a guide to define the detailed project management plan in the planning phase of the project. When the project management plan has been approved, Attachment SCH will be updated with the final agreed upon schedule, currently intended to be completed within 32 weeks from project kickoff.

3.9.10 Infrastructure

3.9.10.1 Infrastructure Information

The final system design relies heavily on the DA's existing network infrastructure. Careful analysis and attention will be required by the DA and Aeon to finalize infrastructure requirements.

The information supplied by the DA includes the following:

- DA network design diagram depicting user locations and line speeds (Appendix I)

The information to be supplied by Aeon includes the following:

- Minimum network bandwidth necessary for meeting system performance and scaling requirements
- Minimum workstation and server configuration necessary for meeting system performance and scaling requirements

3.9.10.2 Microsoft SQL and Database Size

DA will install Microsoft SQL Database Servers (MS SQL 2016) and Aeon will configure the Microsoft SQL Database Servers and provide consultations on creating and maintaining a backup strategy in accordance with the milestones set forth in Attachment DEL.

3.9.10.3 Actual Configuration-Hardware

Aeon shall provide recommendations for all Hardware and the corresponding configuration parameters needed for this implementation on the **Appendix H1 Hardware Configuration Worksheets**. These worksheets are included in this Agreement and must be added to the TAD deliverable in Milestone 1, Phase 4 of the Attachment DEL.

3.9.10.4 Actual Configuration-Solution

Aeon shall list all Solution applications (including third party applications and integrations) and the configuration parameters needed for this implementation on the **Appendix H2 Solution Configuration Details Worksheets**. These worksheets shall be included in this Agreement and added to the TAD deliverable in Milestone 1, Phase 4 of the Attachment DEL.

3.9.10.5 Actual Configuration-Peripherals

Aeon shall review each peripheral and the configuration parameters needed for this implementation on the **Appendix H3 Peripheral Configuration Details Worksheets**. These worksheets are included in this Agreement and must be added to the TAD deliverable in Milestone 1, Phase 4 of the Attachment DEL.

3.9.10.6 Configuration Parameters and Settings

Aeon shall list each parameter and the corresponding settings needed for this implementation on the **Appendix H4 Configuration Parameters and Settings Worksheets**. These worksheets shall be included in this Agreement and added to the System Administrators Guide deliverable with the Solution in Milestone 1, Phase 4 of the Attachment DEL.

3.9.11 Documentation

Over the course of the milestones set forth in Attachment DEL, the following Documentation will be provided by Aeon and the DA.

3.9.11.1 Aeon-provided Documentation

Over the course of the staged implementation lifecycle, the Aeon project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Aeon will provide its Documentation electronically. Draft Documentation that is being customized as in-scope will be submitted to the DA for review and comment.

Aeon Documentation is:

- Data Collection docs (MS Excel) for configuration
- Data Mapping docs (MS Excel) for data conversion
- Training Documentation, as set forth above
- Release Notes
- User Help Files
- System Admin Manuals
- Hardware Specifications
- Installation Guides

Aeon will provide drafts of the Technical Architecture Design Documentation, which must describe the following:

- Security (Security, Authentication & Confidentiality)
- Architecture Strategy
- Capacity Planning
- Performance Documentation

The DA will manage the TAD Documentation on a going-forward basis.

3.9.11.2 DA-provided Documentation

A definitive list of DA-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, the DA's assistance in completing the Aeon-provided forms and requests for configuration information is essential to a successful project

Documentation originated by the DA will include:

- Application Programming Interface documents (API's) for any third-party Solution system to which Solution will interface and exchange data
- Import data documentation and in a format suitable for import into the Solution
- Workflow documentation on the DA's current state / future state business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee schedules
- Copies of other documents presented to the public and expected to be derived from the Solution

3.9.12 System Environment

3.9.12.1 Responsibilities

| Aeon Responsibilities | DA Responsibilities |
|---|--|
| Aeon installs and configures all Solution included in the Solution Configuration section of this contract and provides mentoring to the DA Technical Team | The DA procures the equipment, Solution and services |
| Aeon provides technical advisory support for the environments. | The DA installs and configures the Hardware and Operating System |

3.9.12.2 Environments

The DA will provide the following environments, which will be provided and deployed according to the milestones set forth in Attachment DEL.

| Development | Test / Staging | Production |
|--|---|---|
| Used throughout the project for Solution gap development and unit testing | Used in all phases to perform testing and manage deployment of the system | Used at Go Live. |
| Complete environment must be installed after the Configuration and Build Specification phases of Attachment DEL. | Must be installed as part of the Configuration phase of Attachment DEL. | Installed and configured in parallel with the Test/Staging environment, and updated with current configuration and code prior to Go Live. |
| Must be refreshed as needed for Defect fixes and global Aeon updates | Provides the formal testing environment for the majority of test types | IT Operational Maintenance and Support begins as set forth in Attachment SLA |
| Installation must include peripherals | Reporting testing will be conducted in this environment | Functional rollout begins in Milestone 3 of Attachment DEL and continues from that point forward |

END OF ATTACHMENT SOW

3.10 Attachment SLA - Support/Maintenance

Aeon shall provide Maintenance and Support Services for the Solution in accordance with the terms of this Attachment SLA.

This section sets forth the ongoing metrics, policies and requirements for the provision of Maintenance and Support Services for so long as the DA has timely paid its Maintenance and Support Services fees. These Maintenance and Support Services will include Defect Correction, troubleshooting, technical analysis, problem diagnosis, procedural assistance, and escalation (both internally and to Microsoft).

Maintenance and Support Services will be provided for the Solution itemized in Attachment PRC.

The DA acknowledges and agrees that Maintenance and Support Services do not include:

- Initial project installation/implementation,
- Application design
- Consulting services

3.10.1 Cost of Maintenance and Support Services

The DA shall pay Aeon for Maintenance and Support Services following the agreed upon payment schedule set forth in Attachment PRC.

3.10.2 Term of Agreement

Maintenance and Support Services shall be initiated upon expiration of the Warranty period.

Thereafter, Maintenance and Support Services shall renew in one (1) year increments for an additional four (4) years unless the DA provides written notice to Aeon of its intent not to renew at least sixty (60) days prior to the expiration of the then-current yearly increment. The DA may have the option if agreed upon by both parties to extend this agreement for an additional five (5) years with advance written notice to Aeon. Aeon commits to making Maintenance and Support Services for the Solution available during this entire period.

3.10.3 General Terms & Conditions

3.10.3.1 Payment Terms; Invoicing

Maintenance and Support Services fees shall be due and payable annually in advance pursuant to Attachment PRC.

Aeon shall invoice the DA for the forthcoming year's Maintenance and Support Services fees approximately sixty (60) days in advance of the renewal date. The invoice is due and payable on or before the start of the new Maintenance and Support Services year, or thirty (30) days upon receipt of Aeon's invoice, whichever is later.

If requested and authorized by the DA, installation and training services related to new releases of the Solution will be provided at the negotiated Professional Services rates, on the terms set forth in Attachment PRC and Attachment CHG. The DA acknowledges and agrees that a new release of the Solution is for implementation with all customization/modification performed by the DA with Aeon's knowledge. Notwithstanding the foregoing, all customizations/modifications which have been incorporated in the Solution as Custom Enhancements performed by Aeon on the DA's behalf will be incorporated in future releases, and future releases will provide compatibility for all integrated Third Party Products which are necessary for the Solution to function properly and for all Custom Enhancements developed by Aeon for the DA.

3.10.4 Solution Maintenance and Support Terms

During the term of this Agreement, Aeon shall provide Maintenance and Support Services for the Solution during the hours described in the 'Support Hours' section in this Attachment.

Aeon shall maintain trained staff capable of rendering the Maintenance and Support Services set forth herein.

Aeon shall in a professional, good and workmanlike manner perform Defect Correction using the then current 'Problem Correction Procedure', provided, that any future revision of the Problem Correction Procedure shall not reduce the levels of service received by the DA hereunder. Following completion of the Defect Correction, Aeon shall deliver the Defect Correction through a thoroughly tested "fix" consisting of sufficient programming to implement the Defect Correction as soon as possible.

3.10.5 Support Hours

Aeon Nexus will provide support Monday – Friday between the hours of 7am and 5pm PST. Aeon Nexus will provide first-line support for the DA and escalate to Microsoft if required. Aeon Nexus will respond immediately to issues (via email, phone, or software connection), providing the request was initiated before 4:00pm PST Monday – Friday.

Outside normal support hours, Saturdays, Sundays, and major holidays, the DA will have access to Aeon's Help Desk 24/7. That Help Desk will provide front-line Solution support and will be able to address Priority 1 calls.

Aeon Nexus will respond within 4 hours until the issue is resolved. Aeon acknowledges that the DA's office is a 24/7 operation and off-hour use of the Solution by the DA staff is critical.

Aeon's Solution support team shall provide, by mutual agreement, after-hours on-call support with prior notice (on a time and materials basis subject to the rates set forth in Attachment PRC) for the following:

- o Monday to Friday, 5:00 PM to 7:00 AM PST
- o Weekends (Saturdays and Sundays 24 Hour Support)
- o County Holidays (24 Hours Support)

The DA will not be responsible for paying time and materials rates for any time spent by Aeon's support team outside of normal support hours to resolve a Defect in accordance with the priority resolution periods set forth in Attachment ACC unless requested by the DA. Notwithstanding the foregoing, in the event Aeon provides Maintenance and Support Services to resolve an issue that is not caused by a Defect, the DA agrees that Aeon may invoice the DA for those services on a time and materials basis, as set forth in Attachment PRC.

3.10.6 Support Access

Aeon's support will be accessible by calling their toll free number TBD or by emailing a support request to TBD

As of the Effective Date, Aeon's team consists of an Account Manager and Help Desk staff. The Account Manager is responsible for the day-to-day operations of the team and ensures Aeon provides exceptional technical support to clients. The Help Desk staff are responsible for assisting the team with clients' issues, providing on-going team training and diagnosing and resolving client issues in a timely and courteous manner.

3.10.6.1 Aeon Responsibilities

Aeon will maintain an online support reporting system that allows the DA to log and track support tickets.

In the event an issue needs to be escalated to Microsoft, Aeon Nexus will engage Microsoft on behalf of Riverside DA, leveraging support options within the Aeon Nexus partner contract with Microsoft. If the issue is

deemed an Infrastructure issue (Microsoft server operating system or hardware; LAN or WAN) the DA will be responsible for the Microsoft support call.

3.10.6.2 DA Responsibilities

The DA will provide VPN/RDP tools to access the DA's network remotely to Aeon to support CRM/SharePoint/MS SQL. The DA will provide Aeon a login account with local administrative privileges to DA Servers supporting the Solution.

Aeon and the DA shall develop mutually agreed upon policies and procedures regarding any remote access provided to Aeon hereunder. Aeon acknowledges that the DA desires to manage access to the DA network and may control access tools for that purpose.

The DA shall provide, at no charge to Aeon, full and free access to the Solution; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide Maintenance and Support Services set forth herein.

3.10.7 Backup and Restoration

The DA is responsible for maintaining current backups of all data and images according to the backup plan developed with Aeon during implementation. This plan includes a backup schedule, tape rotation requirements, verification of successful backups and off-site storage provisions. Aeon will provide reasonable solution support to the DA in their restoration activities when needed.

3.10.8 High Availability

Aeon will support the DA's development of a High Availability design for both the database and application Solution. The DA will implement and maintain the High Availability environment for the database and solution. The DA, with Aeon's support, will implement and maintain the configurations related to High Availability within the Solution.

3.10.9 Problem Correction Procedure

Aeon will use its best efforts to respond to and resolve all support calls in the most commercially expedient, efficient manner, and commits to the response and resolution goals set forth below.

3.10.9.1 Help Desk Call Priorities

Each call logged is given a priority (1, 2, 3, and 4) according to the DA's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for response/resolution. The DA is responsible for setting the priority of the call, and through an ongoing collaborative process, the initial priority may be refined and updated.

Response is confirmation that the problem report has been received and logged into the support system. This begins the troubleshooting process and starts the clock for further time specific escalation procedures.

Resolution is a mutually agreed upon condition where a) the problem has been satisfactorily resolved; or b) a satisfactory work-around procedure has been identified and implemented. Resolution may also include transitioning the request into the Change Control process for review.

The DA shall provide Aeon with a list of DA employees authorized to contact Aeon for the purpose of opening support requests.

The DA shall utilize the prioritization and response matrix outlined below for organizing and submitting Solution support incidents.

| Priority | Description | Contact Method | Response Goal*** | Resolution Goal |
|----------|--|-----------------------|---|--|
| 1 | <p>Emergency or Critical</p> <p>Production/system is down and work cannot continue until problem is fixed. Or system is executing but not usable* output is generated.</p> <p>* Not usable is defined as the DA being unable to use the Solution in the live production environment to fulfill a critical business need, for which the Solution was intended.</p> | Phone | Immediate, with status reports every 2 hours until fixed Escalation to Microsoft if not fixed within 8 hours. | All parties to work continuously until problem is resolved. |
| 2 | <p>Significant</p> <p>Inaccurate or loss of business data. The output is not being saved correctly or the defect prevents the nominal* solution from being generated. Problem is occurring in a business critical module, and there is no work-around.</p> <p>*Nominal is defined as the output normally generated when no anomalies are occurring.</p> | Phone Email Web | 2 hours, with status reports every 2 hours until fixed. Escalation to Microsoft, if not fixed within 48 hours. | Work should continue on a normal workday basis until a permanent solution is in place. |
| 3 | <p>Normal</p> <p>Issue is not critical to the business or there is a workaround to an otherwise priority 1 or 2 issue.</p> | Phone Email Web | 4 hours, with status reports daily until resolved. Escalation to Microsoft , if not fixed within 72 hours. | Resolution is worked into a planned project repair and development schedule. |
| 4 | <p>Low – Future Development</p> <p>Requests that are deemed new requirements will be transitioned into the Change Control process</p> | Phone Email Web | 8 hours, with status reports every two days until resolved. Escalation to Microsoft , if not fixed within 72 hours | Resolution is worked into a planned project repair and development schedule |

3.10.9.2 Development Issue Priorities

Incidents requiring development or escalated to development are given a priority code to represent the following resolution goals.

Priority 1: High Priority Changes – Hot Patch: These changes are due to a severe Defect or issue in the Solution, are highly visible to the DA and typically have a negative impact on the DA, support or implementation members. These changes are required to be performed as soon as practical to help ensure continued availability, integrity, operation, stability or security across internal and/or external technologies. Hot

Patches do not follow normal development procedures and are intended for quick response to high priority issues.

Priority 2: Medium Priority Changes – Scheduled Patch: These changes are due to moderate Defects and are visible to the DA and typically cause mild inconveniences; these changes can be planned and scheduled for a patch at a time deemed convenient by support, development and the customer. Scheduled Patches occur on a bi-weekly basis.

Priority 3: Scheduled Release: These are changes and development requests that have been accepted for the next release. New releases include revised and new functionality and minor bug fixes.

Priority 4: Future Release: These are changes and development requests that have been accepted for a future but undetermined release. These requests are reprioritized prior to the beginning of each release. Changes prioritized for a future release typically are not guaranteed to be developed; each change request is reviewed prior to the beginning of a new release, and retained/prioritized for development; dropped from the development roadmap; or moved to a future release.

3.10.9.3 Follow up on Open Calls

Some issues will not be resolved during the initial call to the Help Desk. If the call remains open, Aeon's technician will give the DA an open call number to reference, and will confirm the priority of the incident.

The DA can follow up on an open issue by calling the appropriate support team and referencing the call number to the technician who answers or leave this information in a message. Referencing the open call number allows anyone in support to quickly follow up on the issue.

3.10.10 Support Escalation

If Aeon is unable to deliver a resolution within the timeframe defined in 'Problem Correction Procedures' section of this Attachment or if the DA is not satisfied with the quality of the resolution provided by Aeon, the DA shall seek assistance, as necessary, from Aeon's management.

- o Technical Support Managers and Leads
- o Support Team Lead
- o Director Product Support
- o VP of Client Services
- o Product Manager
- o Microsoft Support for Dynamics CRM

3.10.11 Enhancement Requests

Post implementation, and upon request from the DA, Aeon Nexus provides Ad Hoc Support services for annual system and/or application support. Ad Hoc support provides for any additional support, updates, and changes the DA may require to the application originally covered in the SOW as described in the Professional Services section of Attachment PRC. Gap Enhancements will be covered under Attachment CHG. Aeon shall not charge the DA for the development of quotes.

3.10.12 System Management

Aeon and the D0A shall develop mutually agreed upon policies and procedures regarding best practices for maintaining the systems and applications used to configure and run the DA Case Management System.

3.10.12.1 Solution Management

Aeon Patch Management

Patch Management for the DA Case Management System relates to implementation of Microsoft patches and updates to the Dynamics CRM, SharePoint, SQL and other underlying applications and operation systems that are the basis for the DA CMS.

Aeon Nexus shall provide the DA written documentation detailing their patch management plan. The patch management plan shall include, but is not limited to, the following elements:

1. Configuration
 2. Testing
 3. Roles and responsibilities
 4. Microsoft release and patch management
- Aeon shall test and validate the appropriate patches and updates and/or workarounds internally on a standard test version of the application prior to making the same available to the DA. The DA shall test the appropriate patches and updates and/or workarounds in its testing environment before use in live production.
 - The DA shall be responsible to apply the patches into the DA Production Dynamics CRM environment. The DA shall monitor and confirm the stabilization of the system after applying the patches/updates.
 - The DA shall update all Documentation that pertains to the patch or update.

Aeon Solution Release Management

- Aeon will provide release notes, including all enhancements, bug fixes, etc. to the DA as those notes are made generally available to Aeon's Maintenance and Support Services customers for the Solution.
- The DA may reasonably inquire and communicate with Aeon regarding new release features and functionality, including questions regarding release notes associated with new releases. If the release requires setup or a day of training, Aeon will advise the DA of such requirement.
- Aeon shall test, and validate the new releases internally on a standard test version of the Solution prior to making such new release available to the DA. The DA shall test the new release in its testing environment prior to use in live production.
- The DA shall be responsible to deploy new releases. Aeon shall monitor and confirm the stabilization of the system after deployment of the new release.
- The DA shall update all documentation that pertains to the new release.

3.10.12.2 Vulnerability Reporting

Aeon shall remediate any DA reported Solution or Third Party Solution vulnerabilities within the timeframes set forth in *Attachment A58*.

Aeon shall provide notification of patches and updates affecting security within the timeframes set forth in *Attachment A58* throughout the Solution lifecycle.

3.10.12.3 Solution Roadmap and Strategy

Upon request, Aeon will discuss with the DA future release plans or planned functionality for Microsoft products used to configure the DA CRM Case Management Solution.

The DA will share upcoming initiatives and strategic direction as well as anticipated legislation which may necessitate changes and/or new development to the solution.

3.10.12.4 Support Roles and Responsibilities

The parties shall refer to Attachment ROL for support roles and responsibilities.

3.10.12.5 Compliance Requests

For as long as this Attachment SLA is in effect, Aeon will modify the Solution to remain compliant with all state and federal laws, regulations and mandates, including changes in privacy protection, data security, forms and reporting requirements, as notified by the County, for no additional cost beyond the annual Maintenance and Support Services fees. Aeon shall deliver any patch or release necessary for the DA to be compliant with regulatory changes (i) within sixty (60) days of written notice of such changes with respect to minor revisions to forms, deadlines or processes, or as otherwise agreed by the parties; or (ii) with respect to major regulatory changes that impact Solution design and functionality, in a reasonable time period after notification. Aeon will further make a reasonable effort to provide the DA with the opportunity to test any changes prior to putting them into production.

3.10.12.6 Solution Version

The DA understands, acknowledges and agrees that the technology upon which the Solution is based changes rapidly. The DA further acknowledges that Aeon will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, Aeon does not represent or warrant that the Solution will function for an indefinite period of time.

For any new release or version, including a major release, of the Solution that requires a significant change in the Hardware and/or operating system, Aeon will support the then-current release in accordance with the applicable life cycle release policy.

For any new release or version of the Solution that does not require a significant change in the Hardware and/or operating system, Aeon and the DA may jointly analyze the functionality of the Solution in response to changes to determine whether the DA must upgrade.

Aeon agrees that the Solution shall be designed to remain functional on the Hardware designated in this Agreement for a period of no less than three (3) years following the Warranty Period.

3.10.13 Disaster Recovery

The Disaster Recovery Plan for the DA CRM Case Management System will be part of the District Attorney's Office Business Continuity Plan. The DA may seek Aeon's input as the DA Case Management Solution is incorporated into the DA BCP.

3.10.14 Aeon's Other Responsibilities

Aeon will designate a Project Manager who will be Aeon's contact for all communications with the DA and will have the authority to act on Aeon's behalf in matters regarding this Statement of Work. Aeon's project manager will perform the following tasks:

- Review Statement of Work with the DA's project manager.
- Review current project status.
- Recommend changes or additions to the project as appropriate.
- Administer the change control procedure.
- Review and evaluate the progress of the project with the DA's project manager to resolve any necessary changes.

3.10.15 DA's Other Responsibilities

Aeon's performance is predicated upon the following responsibilities being fulfilled by the DA:

Prior to the start of the Statement of Work, the DA will designate, in writing, a person who will be the DA's Project Manager who will be the DA's contact for all communications with Aeon and who has the authority to act on behalf of the DA in all aspects of the Statement of Work. The Project Manager will perform the following activities:

- Interface between Aeon's Project Manager and the DA's organization.
 - Administer project change control with Aeon's project manager.
 - Arrange access to the DA's data for project personnel, as reasonably required.
 - Conduct any communication through Aeon's Project Manager.
 - Help resolve and escalate project issues within the DA's organization as required.
-
- Obtain and provide project requirements, data, decisions and approvals within 3 (3) business days of request. If such requirements, data, decisions or approvals are delayed beyond the time specified, the DA agrees to relieve Aeon of its responsibility for the affected Service until the DA performs that obligation.
 - Accept responsibility for the data files, selection and implementation of controls for the DA's location, and security of the stored data.

The DA acknowledge that it is the DA's responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes.

3.10.16 Project Change Control Procedure

When Aeon and the DA agree to a change in the Project, Aeon will prepare a written description of the agreed change which both Aeon and the DA authorized representatives must sign. The Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. When charges are necessary in order for Aeon to analyze a change, Aeon will give the DA a written estimate and begin the analysis only after the DA's written authorization.

END OF ATTACHMENT SLA