

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



**ITEM: 3.19**  
(ID # 24839)

**MEETING DATE:**

Tuesday, May 07, 2024

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Approve the Purchase Order Form NX-2002 and End User License Agreement with NexusXplore PTY LTD, an Australian Private Company, for a NexusXplore Open-Source Intelligence (OSINT) Platform Without Seeking Competitive Bids for Five Years, All Districts. [Total Cost - \$1,680,133; up to \$168,000 in additional compensation, 7% Federal Grant Revenue, 93% Sheriff's General Fund]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and sign on behalf of the County, the NexusXplore PTY LTD, an Australia Private Company, 1) Purchase Order Form NX-2002, and 2) End User License Agreement, for the NexusXplore Open-Source Intelligence (OSINT) Platform, without seeking competitive bids for a total aggregate amount of \$1,680,133 for five years through June 30, 2028; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: a) sign amendments that exercise the options of the 1) Purchase Order Form NX-2002, and 2) End User License Agreement, including modifications of the statement of work that stay within the intent of these Agreements; and b) sign amendments to the annual subscription renewal that do not exceed the sum total of \$168,000 in additional compensation, and c) issue purchase orders for the services that do not exceed the approved aggregate amount including additional compensation.

**ACTION:Policy**

  
Paul Bennett, Chief 5/1/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: May 7, 2024  
xc: Sheriff

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$309,000	\$321,600	\$1,680,133	\$0
<b>NET COUNTY COST</b>	\$309,000	\$321,600	\$1,680,133	\$0
<b>SOURCE OF FUNDS:</b> Federal Grant Revenue - 7%, Sheriff's General Fund - 93%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24-27/28	

**C.E.O. RECOMMENDATION:** Approve

BR: 24-085

Prev. Agn. Ref.: NA

**BACKGROUND:**

**Summary**

The Riverside County Sheriff's Office Crime Analysis Unit (CAU) is frequently tasked with researching and providing information regarding events or suspects. In order to contextualize the details surrounding criminal activity, it is important to examine the suspect's online persona and/or monitor the "digital chatter" developing on social media platforms. Currently, analysts conduct manual searches across numerous social media platforms to gather and compile relevant information.

The Sheriff's Office is requesting to purchase the NexusXplore Open-Source Intelligence (OSINT) platform from NexusXplore PTY LTD. The NexusXplore is an Open-Source Intelligence (OSINT) platform that offers advanced search capabilities and enhances the efficiency of collecting and analyzing publicly available information through a single interface. The platform allows users to explore and locate individuals, organizations, phone numbers, geographical areas, and information across social media, surface, deep and the dark web for true cross-platform link analysis in real-time.

The NexusXplore Open-Source Intelligence platform provides unique features that enhances the user's ability to illuminate insights supporting pertinent details. Users can quickly and effectively identify individuals of interests based on minimal information such as names, phone numbers, emails, usernames, social media, and professional networks. The platform provides a wide range of geological tools to conduct social media monitoring and mobile device tracking. The platform also provides users data on breached databases, artificial intelligence for image analysis, and language translation.

Federal financial assistance under fiscal year 22 State Homeland Security Grant Program (FY22 SHSP), administered by the California Governor's Office of Emergency Services (Cal OES), was approved for this item on June 27, 2023 (Minute Order 3.85).

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**Impact on Residents and Business**

The NexusXplore Open-Source Intelligence platform will assist the Sheriff's Office with effectively accomplishing its mission of protecting the public while working in partnership with the community and other allied agencies to eliminate crime.

**Contract History and Price Reasonableness**

NexusXplore is offering the Sheriff's Office a law enforcement price of \$180,000 for 22 user licenses (reduced from \$235,950; a \$55,950 discount). The license structure grants all analysts with simultaneous usage of the interface. NexusXplore provides unlimited searches and an unlimited number of monitors that can be setup per month.

**Attachments**

NexusXplore Purchase Order NX-2002  
NexusXplore End User License Agreement  
NexusXplore Sole Source Letter  
Sole Source Justification #24-107  
H-11 Approval

  
\_\_\_\_\_  
Rebecca S Cortez, Principal Management Analyst 5/1/2024

  
\_\_\_\_\_  
Darryl Polk, Chief Technology Office 4/30/2024

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel 4/25/2024

**Customer:**  
 Riverside County Sheriff's Department  
 Major Crimes Bureau – Crime Analysis Unit  
 1500 Castellano Rd.  
 Jurupa Valley, CA 92509

**Contact:**  
 Sharae Hill, Crime Analyst Supervisor  
 E: sxhill@riversidesheriff.org

**Commencement Date:** April 30, 2024

**License:**

**PART A – LICENSE**

- The term of the Enterprise License for the NexusXplore SaaS platform (the **Platform**): twelve (12) months (the **Term**).
- The Enterprise License to the Platform is inclusive of access accounts (unique logins) outlined in the table below:

Description	Quantity	Unit Price	GST	Amount USD
NexusXplore User Licence - Annual Subscription	22.00	8,181.82	GST Free	180,000.04
			Subtotal	180,000.04
			TOTAL USD	180,000.04

- Estimated Five-Year Pricing Progression  
 Year 1: \$180,000 (Annual Subscription)  
 Year 2: \$192,600 (Estimated Annual Subscription Renewal)  
 Year 3: \$206,082 (Estimated Annual Subscription Renewal)  
 Year 4: \$220,508 (Estimated Annual Subscription Renewal)  
 Year 5: \$235,943 (Estimated Annual Subscription Renewal)

The above figures are an estimation based on historical increases in subscription pricing. NexusXplore Pty reserves the right to modify the Estimated Annual Subscription Renewal price after providing 30 days written notice, but such increase shall not exceed 7% of the previous year's pricing. Formal pricing will be provided with a minimum of 90 day notice prior to the anniversary of the contract term.

- Each access account (unique login) will be assigned to a single employee of the Customer working on the Permitted Purpose (Designated Employee).
- Additional access accounts and add-ons can be purchased later and at a time of choosing of the Customer upon written agreement by the Parties.
- Unless expressly stated otherwise, the Fees and other amounts quoted in this agreement are exclusive of Tax. If NexusXplore is liable for Tax in respect of the supply of the Platform or Materials under this agreement, the consideration payable to NexusXplore shall be increased by the amount of Tax payable. "Tax" means any GST, sales tax, Value Added Tax, or any other taxes, levies, or duties, except for those taxes, levies, or duties based on NexusXplore's income.

7. If the Customer licenses the Case Management feature, the license is on a trial basis and may be suspended or terminated for any reason, and the Customer agrees that NexusXplore will:
  - (a) not retain Customer's Search Data;
  - (b) not be responsible for any loss of the Customer's Search Data.

**Search Data** means all and any information, data, materials, and other item (other than the Platform and Documentation) stored in, processed by, or retrieved through the Case Management feature, excluding any statistics relating to the performance of the Platform.

## PART B – UPDATES AND ADDITIONS

All data sources, user interfaces, and information contained within the Platform are subject to modification, addition, updates, and removal at the sole discretion of NexusXplore, with notice to the Customer.

All additions to the Platform may be at an additional cost.

## PART C – PERMITTED PURPOSE

For use in researching publicly available information on the internet.

The Permitted Purpose specifically excludes Use:

1. by any related company or third party entity;
2. by any person or entity in any of the following locations:
  - a. China;
  - b. Iran;
  - c. Russia;
  - d. North Korea;
  - e. Syria;
  - f. Sudan;
  - g. Cuba; and
  - h. Venezuela.

Customer will establish and implement policies that are in compliance with applicable industry practices, including administrative, technical, and physical safeguards, to protect the confidentiality and security of the Data in its possession or control against unauthorized access or use. In the event of any compromise or likely compromise of the confidentiality or security of the Data, the Customer will immediately notify NexusXplore and will cooperate fully with NexusXplore, as requested, and make no public statement without prior written and express permission from NexusXplore.

Use outside of the terms of this Part C will result in immediate termination without refund, which will not limit any other available remedies.

## PART D – TRAINING, SUPPORT AND MAINTENANCE

The tables below are the target Service Levels NexusXplore aims to achieve, and are not guaranteed. The tables below are based on NexusXplore's past industry experience and NexusXplore agrees to use reasonable efforts to meet the target Service Levels. However, NexusXplore is not responsible for third party services and products that may be used by the Customer that may impact the Platform. NexusXplore bases its response on the impact an incident has had to the business. Each incident is categorized as either 1, 2, 3 or 4. For the purposes of the Service Levels, "Case" means the Customer's submission, telephone call, or chat requesting support. For the purposes of the Service Levels, "Third Party Licensor" means software of third-party licensors that is incorporated into the Platform or Materials.

### Item 1 – Service Levels Definition

Criteria	Priority Level
Incident involves downtime, outage, severe performance degradation or other failure of one or more previously identified business critical systems, functions or services that impact multiple end users or	1

<p>otherwise has a severe business impact. These incidents are usually companywide and affect the large majority of users.</p> <p><u>Examples:</u></p> <ol style="list-style-type: none"> <li>1. An application, which is agreed between the parties as business critical, is unavailable to a large amount of, or all, users, due to an issue created by NexusXplore.</li> </ol>	
<p>Incident involves downtime, outage, severe performance degradation or other failure of one or more non-critical systems, functions or services that impact multiple end users.</p> <p><u>Examples:</u></p> <ol style="list-style-type: none"> <li>1. An application is unavailable for a fair amount of time due to an issue created by NexusXplore.</li> <li>2. The ability to deploy a new user or update applications for all users in the environment.</li> <li>3. Core business function is unavailable, post a NexusXplore application update.</li> </ol>	2
<p>Incident:</p> <p>(a) with a system, function or service that materially adversely affects an end user's ability to process but for which there is a reasonable and practical circumvention so that affected end user(s) can continue processing (and perform end user functions) with no (or only minimal) loss of efficiency or functionality; or</p> <p>(b) involves downtime, outage, severe performance degradation or other failure of a single non-critical business system, function or service impacting upon a single end user only.</p> <p><u>Examples:</u></p> <ol style="list-style-type: none"> <li>1. General day to day incidents that affect individual users.</li> </ol>	3
<p>Incident or inquiry with respect to a system, function or service that does not affect the end user.</p> <p><u>Examples:</u></p> <ol style="list-style-type: none"> <li>1. An incorrectly performed upgrade or update, often on the customer-side, which impacts the ability to use a device for a user.</li> </ol>	4

**Item 2 –Service Levels**

Service	Measure	Service Levels Requirement	
All Services	Response Time	PRIORITY LEVEL	RESPONSE TIME
		1	4 Business Hours
		2	8 Business Hours
		3	2 Business Days
		4	4 Business Days
All Services (excluding Third Party Licensors)	Resolution Time	PRIORITY LEVEL	TARGET RESOLUTION TIME
		1	8 Business Hours
		2	2 Business Days
		3	5 Business Days
		4	As necessary
Third Party Licensors issues	Log calls and liaise with Third Party Licensors to assist a prompt resolution.	Measured and reported only	

### Item 3 – Service Level Details

#### 1. Case Escalation Process

- (a) NexusXplore's escalation process raises the visibility of the customers' important issues within NexusXplore.
- (b) NexusXplore may, at its discretion, pass any Case into the escalation process.
- (c) Our normal escalation process includes evaluating the priority case level of the issue.
- (d) NexusXplore's goal is to solve customers' issues in a timely manner taking into consideration the priority case level of the Issue.
- (e) In general, if the Customer is not satisfied with the level of support it receives from NexusXplore, the Customer may request that its Case be evaluated by NexusXplore's manager by submitting a request through the assigned NexusXplore support representative.

#### 2. Escalation Process

- (a) For Platform related issues, NexusXplore may escalate Cases in order to facilitate a fix or workaround, enhancement, or bug fix determination.

NexusXplore cannot guarantee that it will fix defects or make changes to the Platform. NexusXplore constantly evaluates customer and product impacts to determine future Platform fixes, enhancements, and bug fixes. The Customer is expected to provide adequate resources to gather the requested data and assist in troubleshooting the issue.

#### Hours of Operation and Contact Methods

Standard hours of operations and contact methods are described below:

Standard Business Hours	Monday-Friday, 9:30 am to 5:00 pm Sydney, Australia and/or in California USA.
Holidays	Standard public holidays at the locations providing the support services.
Email:	<a href="mailto:support@nexusxplore.com">support@nexusxplore.com</a> (primary)
Phone:	Assigned account manager

### Item 4 - Service Levels Limitations

NexusXplore is not responsible for any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a third party platform, network or device failure, limitation or outage, including at your site or between your site and our data center);
2. That result from the use of hardware or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third party software or services;
3. Caused by your use of a hardware or software after we advised you to modify your use of the Platform, if you did not modify your use as advised;
4. During or with respect to preview, pre-release, beta or trial versions of the Platform or a feature (as determined by us);
5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
6. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Platform in a manner inconsistent with the features and functionality of the Platform (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist); and

8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior.

**Item 5 – Onboarding and training process for NexusXplore license holders**

After purchasing NexusXplore licenses, clients will receive a tailored NexusXplore training syllabus in accordance with client objectives and requirements. Tailored to the requirements of each client, this training usually incorporates 1-2 hours of virtual training time, and may be repeated across multiple user groups, depending on client needs.

Ongoing, the level of engagement with the client is often driven by client requirements, but at minimum, clients will receive quarterly engagement. This engagement may include the following:

- NexusXplore feature updates – ensuring users understand new capability within the platform
- NexusXplore ongoing training sessions, as required
- Feedback sessions and client engagements, including account changes, bug reporting, feature requests
- Information about upcoming in-person or online events that connect users to both the OSINT community and NexusXplore tutorial series.

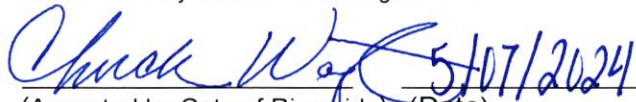
**Account Manager Details:**

Justin Tarrants  
Title: VP Sales North America  
P: +1 571-657-3542  
E: justin@OSINTCombine.com

**Fees:** \$180,000.00 Due with Net 30 Payment terms upon receipt of invoice. Amounts are in USD. If the Customer fails to make payment, interest may be charged for each day thereafter that the invoice remains unpaid which is 2.5% plus the Cash Rate Target set by the Reserve Bank of Australia

**Method of Payment:** by Electronic Bank Transfer or Credit Card (all transaction fees to be paid by Customer)]

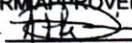
All Information contained in this Order Form is confidential information and Customer agrees to restrict the possession, knowledge, development, and use of the confidential information to itself for the purpose of implementing this Order Form. This Order Form is governed by and incorporated into the NexusXplore End User License Agreement (**EULA provided to & signed by the Customer**). Acceptance of this Order Form and EULA will be made upon written (which, unless otherwise specified, includes paper, email, or other electronic communication) approval of this Order Form by both Customer and NexusXplore. Customer acknowledges that it has received, read, and agrees to be bound by the provisions herein set forth and further agrees that it has the authority to enter into this agreement.

  
(Accepted by Cnty of Riverside) (Date) 5/07/2024

\_\_\_\_\_  
Chuck Washington, Chair  
(Name and Title)

  
(Accepted by NexusXplore) 17APR24  
(Date)

\_\_\_\_\_  
Chris Poulter - CEO  
(Name and Title)

FORM APPROVED COUNTY COUNSEL  
BY:  4/18/2024  
AMRIT P. DHILLON DATE

Attest:  
Kimberly Rector, COB

By:   
Deputy



## NexusXplore End User License Agreement

This End User License Agreement (the "Agreement") is entered into by and between NexusXplore PTY LTD, an Australian Private Company registered to do business in the United States as OCNX LLC, a Wyoming limited liability company whose principal office address is 1309 Coffeen Avenue, Ste. 1200, Sheridan, WY 82801 ("NexusXplore"), and the County of Riverside, through its Riverside County Sheriff's Office, a political subdivision of the State of California ("County"). NexusXplore and County may be referred to herein individually as a "party" or collectively as the "parties".

When you sign the Work Order, or when you access or in any other way use the Platform, it will constitute your acceptance of this Agreement. If you are accepting these terms on behalf of another person or company or other legal entity, you represent and warrant that you have full authority to bind that person, company or legal entity to this Agreement.

If you do not agree to this Agreement, you must cease usage of the Platform, or any of NexusXplore's services, immediately.

### 1 Definitions

The following definitions apply unless the context requires otherwise.

**Access account** means a unique login, identified by an email address or other token.

**Business Day** means a day on which banks are generally open for business in New South Wales, and in California other than a Saturday, Sunday or public holiday.

**Concurrent login** means the simultaneous login of a single Access Account.

**Confidential Information** means information provided by a party that the discloser expressly identifies as confidential or that any reasonable person would consider to be confidential by the nature of the information or the circumstances in which it is disclosed and that is not subject to United States Federal or California State Privacy Laws or regulations, and includes information relating to, in the case of NexusXplore:

- (a) its personnel, policies and business strategies;
- (b) the terms upon which the Platform and other services have been supplied, made available, and/or supported pursuant to this Agreement;
- (c) the pricing and payment terms relating this Agreement;
- (d) the design, functionality, and content of the Platform and the Documentation; and
- (e) any information made available to you via the Platform and/or the Website.

**Data** means all and any information, data, materials and other items (other than computer software) stored in, processed by or retrieved through the Platform, or intended to be stored in, processed by or retrieved from, the Platform, excluding any statistics relating to the performance of the Platform.

**Documentation** means the authorized user guides and manuals that are delivered or made available by NexusXplore to you for use with the Platform.

**Force Majeure** means a circumstance beyond the reasonable control of a party and which results in that party being unable to observe or perform an obligation on time under this Agreement (other than an obligation to make a payment). Such circumstances include but are not limited to:

- (a) acts of God, lightning strikes, earthquakes, floods, droughts, storms, tempests, mud slides, washaways, explosions, fires and any natural disaster;
- (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution;
- (c) disease and a pandemic; and
- (d) failure of internet and telecommunication services.

**Intellectual Property Rights** means all intellectual property rights and proprietary rights (whether registered or unregistered) including but not limited to: any processes, formulae, technology, systems, reports, drawings, specifications, computer software (including source codes and object codes), blue-prints, patents, discoveries, inventions, improvements, trade secrets, technical data, research data, know-how, logos, registered and unregistered trade marks and service marks, registered and unregistered designs, design rights, rights in circuit layouts, copyright and the right to keep confidential information confidential and any other rights in the nature of intellectual property rights.

**Material** means NexusXplore's present and future Intellectual Property Rights, document templates, report definitions, software (including source and object code), inventions, and other materials in any media whatsoever.

**New Material** means material that is specifically created, written, developed or otherwise brought into existence by or on behalf of NexusXplore for the sole purpose of providing the Platform to you.

**New Release** means:

- (a) a new release of the Platform providing for a significant change in the technology; and/or
- (b) a new generally available version of the Platform containing corrections of programming errors and/or functional enhancements.

**NexusXplore** means NexusXplore Pty Ltd (ACN 637 541 738).

**Privacy Law** means any applicable law, act, regulation, ordinance, or government order governing privacy or the collection, use, disclosure, storage, or access rights to personal information. In particular, any Federal or California State disclosure laws and regulations.

**Representative** means any officer, employee, agent, consultant, contractor or other representative.

**Platform** means NexusXplore's SaaS platforms and applications that processes information for you to enable advanced searching and enhanced efficiencies in the collection and analysis of publicly available information, as further described in the or the Work Order, and includes but is not limited to any and all Upgrades, developments, derivatives, and variations as may occur from time to time.

**Third Party Data** means Data provided by third parties.

**Use** means to directly or indirectly activate the processing capabilities of the Platform, access, utilize, employ the Platform, or display information resulting from such capabilities.

**Upgrades** means improvements, modifications, enhancements, replacements, updates and New Releases of and to the Platform made by or on behalf of the NexusXplore, including without limitation those that provide additional functionality, improved quality of service, fault corrections or adaption to changes in external service provider data availability.

**Users** means you or your Representative who have Use of the Platform.

**Website** means the website at [www.NexusXplore.com](http://www.NexusXplore.com) or any other NexusXplore website.

**Work Order** means an order, including a trial, issued by NexusXplore pursuant to the Master Services Agreement or otherwise confirming the Platform to be licensed to you.

**Your Material** means the Data and any Material which is owned by you or in which the Intellectual Property Rights are owned by you.

## 2 License Grants and Restrictions

- 2.1 Subject to the terms and conditions of this Agreement, NexusXplore hereby grants to you a non-exclusive, non-transferable right to access and use the Platform and Documentation for the period

specified in the the Work Order solely for your own internal business operations or as stated in the Work Order.

2.2 Except as otherwise expressly permitted under this Agreement, you must not (and must not allow a third party) to:

- (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Platform or any portion thereof;
- (b) distribute, transfer, re-transmit, lease, sell, grant sub-licenses to, or otherwise make available the Platform (including any portion thereof to third parties) access to the Platform, or the information provided by the Platform (including the Data), including as a software service provider, service bureau, or rental source, unless otherwise authorized in writing by NexusXplore;
- (c) embed or incorporate in any manner the Platform into other software of yours or third parties, other than as authorized in applicable Documentation or by NexusXplore in writing;
- (d) create modifications to or derivative works of the Platform or Documentation;
- (e) reproduce the Platform;
- (f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Platform;
- (g) use or transmit the Platform or Data in violation of any applicable law, rule, or regulation;
- (h) use the Platform, or allow the transfer, transmission, export, or re-export of the Data or the Platform (including any portion thereof), in violation of any sanctions or export control laws or regulations administered by the Australian government or U.S. Commerce Department or any other government agency or the data privacy provisions of any applicable jurisdiction;
- (i) demonstrate the Platform or Documentation to a competitor of NexusXplore;
- (j) use the Platform or any information obtained from NexusXplore, in whole or in part, for the purposes of determining an individual's eligibility for credit or insurance or any way that would cause NexusXplore to be considered a credit reporting agency under Australian law or in your jurisdiction of use;
- (k) intentionally access, use, or copy any portion of the Documentation or the Platform to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Platform; or
- (l) remove, obscure, or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink, or other designation included on any display screen within the Documentation or Platform (the "**NexusXplore's Marks**").

You shall be responsible for all damages and liabilities incurred as a result of such actions. You agree to do all things reasonably necessary to enforce these obligations in clause 2.2 on any third party.

### 3 New Releases

3.1 The terms and conditions of this Agreement will govern any New Release that NexusXplore may provide, unless such New Releases are accompanied by a separate license agreement in which case the terms and conditions of that separate license agreement will govern.

3.2 NexusXplore may withdraw, vary, reconfigure, add to, modify, substitute or otherwise change a Platform due to market demand, any change in applicable law or regulation, any change in technology or security requirements or where a third party changes the terms upon which it supplies its Third Party Data to NexusXplore.

#### **4 Your Obligations**

- 4.1 You agree to pay all amount agreed to by you and NexusXplore, on the terms set out in the Work Order or as otherwise agreed in writing.
- 4.2 You will comply with and will be responsible for your Users' compliance with the terms and conditions of this Agreement and all applicable laws and regulations with respect to use of the Platform.
- 4.3 You agree to only use of the Platform as expressly permitted pursuant to this Agreement and any applicable Work Order.
- 4.4 You must not have or allow any Concurrent logins, except as otherwise expressly permitted pursuant to the applicable Work Order.
- 4.5 You will not use the Platform to create or enhance a product, service, or database that competes with NexusXplore or the Platform.
- 4.6 You are responsible for complying with all rules, regulations and procedures of local, state, federal and foreign authorities applicable to you and your business and organization, and your use of the Platform and any information provided and/or accessed in connection with the Agreement and/or the Platform shall in all cases comply with all applicable federal, state and local and foreign laws and regulations.
- 4.7 You are responsible for procuring, installing, configuring, and maintaining all hardware and operating systems required to run the Platform, as set forth in the Documentation.
- 4.8 You acknowledge that the operation of the Platform may not always be completely error free and without interruption. NexusXplore is not liable for any loss suffered by you as a result of a failure to implement data backup and verification measures in accordance with best industry practice.
- 4.9 You may print and make such number of copies of the Documentation only as you reasonably require to use the Platform in accordance with this Agreement. All copies are the property of NexusXplore (or its third party licensors) and must contain all proprietary notices that appear on the original copy.
- 4.10 You are solely responsible for any data, text, files, information, images, graphics, and other content or materials that your Users upload to the Platform and may be provided to third parties solely for the purpose of providing you with the services made available through the Platform.
- 4.11 To ensure compliance with this Agreement, if NexusXplore reasonably believes that you have breached this licence, you agree that upon reasonable advance written notice, NexusXplore or any of its authorised representative shall have the right to inspect and access any of your business premises, computer systems and records kept in relation to the Platform. Any such inspection will be conducted during normal business hours or other times agreed by you, at your principal place of business. If you have breached the terms and conditions of this license, then you will pay for all costs related to the inspection, including any third-party costs.

#### **5 Intellectual Property**

- 5.1 Any Intellectual Property Rights:
  - (a) in the Platform;
  - (b) database(s) design;
  - (c) in the Documentation;
  - (d) in any changes, modifications, developments or enhancements made to the Platform or the Documentation by NexusXplore or anyone else (including your specific modifications);
  - (e) arising from NexusXplore's provision of the Platform; and

- (f) on the Website,  
are owned and are the sole property of NexusXplore or its licensors.
- 5.2 NexusXplore will indemnify you against any finally awarded damages or settlement amounts approved by NexusXplore arising out of or in connection with a claim that the Platform, when used in accordance with this Agreement, infringes a third party's copyright or an Australian patent, provided that you:
  - (a) notify NexusXplore immediately of any infringement or claim of which it is aware and does not make any admissions without NexusXplore's prior written consent;
  - (b) at NexusXplore's request and expense, allow NexusXplore to conduct and/or settle all negotiations and litigation resulting from any such claim,
  - (c) assist and fully co-operate with NexusXplore in the defense or settlement of the claim; and
  - (d) do not take and ensure that no other entity or Representative takes any action that prejudices NexusXplore's ability to defend or settle the claim.
- 5.3 NexusXplore is not responsible or liable for any infringement of a third party's Intellectual Property Rights if the infringement is caused by or to the extent that it relates to your:
  - (a) use of the Platform with any other software or hardware;
  - (b) use of the Data;
  - (c) modifications of the Platform (including any part thereof);
  - (d) failure to promptly implement an Upgrades made available by NexusXplore; or
  - (e) breach of this Agreement, or any unauthorized use, access or modification to the Platform by you or a third party,and in such circumstances, NexusXplore's obligations under clause 5.2 do not apply.
- 5.4 If the Platform is or is likely to become the subject of a claim of infringement, NexusXplore may at its sole discretion:
  - (a) procure for you the right to use the Platform or the affected part of it;
  - (b) replace or modify the Platform to make it non-infringing; or
  - (c) require the return of the Platform.
- 5.5 If NexusXplore's use or possession of the Platform is determined by an independent tribunal of fact or law to infringe the Intellectual Property Rights of a third person, you must cease using the Platform immediately.
- 5.6 To the extent permitted by law and subject to clause 10.5, clauses 5.2 to 5.4 state NexusXplore's entire liability and your sole and exclusive remedies for any claim of infringement of third party's rights.
- 5.7 NexusXplore acknowledges that title to, and Intellectual Property Rights in, all Your Material remains in you.
- 5.8 All enhancements and modifications to the Platform based upon Your Material shall be deemed New Material for the purposes of this Agreement, and all such enhancements and modifications to the New Material immediately vest in NexusXplore, and will be considered an Upgrade.
- 5.9 For the avoidance of doubt, any Material or Intellectual Property Rights which are brought into existence by NexusXplore or on behalf of NexusXplore including for the sole purpose of the provision of the Platform to you, including but not limited to, any processes, methods, material (including modifications, updates or enhancements to NexusXplore's presently existing and future

Intellectual Property Rights or Existing Material whether in respect to you or any other client of NexusXplore) will be solely owned by NexusXplore.

## **6 Liability**

- 6.1 SUBJECT TO CLAUSES 6.2, 6.5, 7, AND 10.6 AND OTHERWISE TO THE EXTENT PERMITTED BY LAW:
- (a) THE TOTAL AGGREGATE LIABILITY OF NEXUSXPLORE TO YOU FOR LOSS OR DAMAGE ARISING FROM OR IN RELATION TO THIS AGREEMENT, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), IN EQUITY OR OTHERWISE, IS LIMITED TO THE FEES PAID BY YOU TO NEXUSXPLORE'S FOR THE 6-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LOSS OR DAMAGE;
  - (b) NEXUSXPLORE IS NOT LIABLE TO YOU FOR:
    - (i) ANY LOSS OF DATA, GOODWILL, INTEREST, REVENUES, PROFITS, CONTRACTS OR ANY INACCURACY OF DATA; OR
    - (ii) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR AGGRAVATED DAMAGES OR LOSS; OR
    - (iii) ANY INTERNAL COSTS AND EXPENSES (WHETHER DIRECTOR INDIRECT) HOWSOEVER INCURRED,ARISING FROM THE NEGLIGENCE OF, OR ANY BREACH OF THIS AGREEMENT BY, NEXUSXPLORE OR ITS REPRESENTATIVES EVEN IF NEXUSXPLORE HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY OCCUR; AND
  - (c) NEXUSXPLORE IS NOT LIABLE FOR LOSS OR DAMAGE ARISING FROM THIRD PARTY DATA, PRODUCTS, OR SERVICES, INCLUDING THAT MAY BE INCORPORATED INTO THE PLATFORM.
- 6.2 Nothing in this Agreement limits NexusXplore's liability to an individual for death or personal injury caused by a grossly negligent or willful act or omission of NexusXplore or its Representatives.
- 6.3 NO WARRANTY, CONDITION OR TERM APPLIES TO THIS AGREEMENT UNLESS IT IS SET OUT IN THIS AGREEMENT OR IS REQUIRED BY LAW AND CANNOT BE EXCLUDED, MODIFIED OR RESTRICTED. WITHOUT LIMITING CLAUSE 6.5:
- (a) THE PLATFORM AND DATA ARE SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED;
  - (b) NEXUSXPLORE DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES RELATING TO THE PLATFORM OR DATA, OR ANY RELATED SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. NEXUSXPLORE DOES NOT WARRANT THAT ANY DATA PROVIDED WILL BE UNINTERRUPTED, THAT ANY DATA WILL BE ERROR OR DEFECT FREE, OR THAT ANY DATA FEED WILL ALWAYS BE ACCESSIBLE OR AVAILABLE. YOU FURTHER AGREE THAT NEXUSXPLORE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY NEXUSXPLORE'S ACTS OR OMISSIONS (WHETHER NEGLIGENT OR OTHERWISE) IN PROCURING, COMPILING, COLLECTING, INTERPRETING, TRANSLATING, REPORTING, COMMUNICATING OR DELIVERING ANY DATA AND/OR OTHER INFORMATION TO YOU IN CONNECTION WITH THIS AGREEMENT; AND

- (c) NEXUSXPLORE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUITABILITY OF THE PLATFORM OR DATA FOR THE YOUR INTENDED REQUIREMENTS OR PURPOSES OR REGARDING ANY DATA OR INFORMATION THAT YOU DOWNLOAD OR ACCESSES THROUGH THE USE OF THE PLATFORM.

6.4 YOU ACKNOWLEDGE AND AGREE THAT NEXUSXPLORE:

- (a) IS NOT CONTRACTED UNDER THIS AGREEMENT TO PROVIDE ACCEPTANCE TESTING OF THE PLATFORM;
- (b) GIVES NO GUARANTEE AS TO THE PLATFORM, DATA, OR THE MATERIALS ARE FREE FROM ERROR;
- (c) GIVES NO GUARANTEE REGARDING THE UPTIME OR AVAILABILITY OF THE PLATFORM, DATA OR ANY MODULE THEREIN, AND THAT THE DATA MAY BE PROVIDED BY THIRD PARTIES;
- (d) GIVES NO GUARANTEE REGARDING THE LEGALITY OF USE OF THE PLATFORM OR MATERIALS UNDER ANY PRIVACY LAW; AND
- (e) GIVES NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF THE RESULTS OF SEARCHES CONDUCTED USING THE PLATFORM AND THE MATERIALS.

6.5 If any term is implied into this Agreement by law, and the law prohibits the exclusion, restriction or modification of that term or liability under it, then that term shall be deemed to be included in this Agreement.

6.6 You will at all times indemnify, defend, and hold harmless NexusXplore and its Representatives from and against any loss, costs (including reasonable legal costs and expenses) or liability incurred or suffered by NexusXplore or its Representatives arising from any proceedings against NexusXplore or its Representatives where such loss, costs or liability was caused by:

- (a) a breach by you or your Representative of your obligations under this Agreement (or any other applicable license terms);
- (b) any willful, unlawful or negligent act or omission of you, your User, or your Representatives;
- (c) any use by you, your Representative, or your User of the Platform or Data in contravention of any law, act, regulation, ordinance or enforceable government order that creates liability for NexusXplore, including under any Privacy Law; or
- (d) a claim by a third party alleging an infringement of that third party's Intellectual Property Rights if such infringement relates to an act or omission of you, your Representative, or a User.

6.7 NexusXplore shall procure and maintain Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by NexusXplore in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

## 7 Confidentiality

7.1 Except as provided in this clause and subject to applicable Privacy Laws and regulations, a party must not, without the prior written approval of the other party, disclose the other party's Confidential Information.

- 7.2 A party is not in breach of clause 7.1:
- (a) in circumstances where it is legally compelled to disclose the other party's Confidential Information;
  - (b) the Confidential Information becomes part of the public domain otherwise than by breach of this Agreement by the party;
  - (c) the Confidential Information is lawfully obtained by the party from another person without a breach of a duty of confidentiality or any restriction as to use and disclosure;
  - (d) if it discloses Confidential Information on a confidential basis to its legal counsel, auditors, or accountants and in the case of NexusXplore, to its related companies or other third parties solely for the purposes of performing this Agreement.
- 7.3 Each party must take all reasonable steps to ensure that its employees, agents and sub-contractors do not make public or disclose the other party's Confidential Information, including adopting adequate technical and organizational measures.
- 7.4 Each party agrees to promptly notify the other party of any unauthorized access to or disclosure of the Confidential Information.
- 7.5 If you are legally compelled to disclose NexusXplore's Confidential Information or receive a request for disclosure of records under a "Freedom of Information" law or any other applicable law or regulation pertaining to the disclosure of records in your possession, and you determine that you are required by law to disclose any Confidential Information, this Agreement, or any portion of the materials, communications, data, or information related to this Agreement, then you agree to:
- (a) disclose only such records as are subject to mandatory disclosure; and
  - (b) prior to any disclosure, provide written notice of the request and planned disclosure to NexusXplore with adequate time for NexusXplore may seek, at its own expense, an appropriate protection order or pursue such other action, remedy or assurance necessary to preserve the confidentiality of the Confidential Information and you agree to reasonably co-operate with and not oppose NexusXplore in respect of such matters.
- 7.6 The receiving party agrees that any breach of this clause may cause irreparable harm to the disclosing party, and such disclosing party shall be entitled to seek equitable relief in addition to all other remedies provided by this Agreement or available at law.
- 7.7 Subject to County of Riverside retention policies, you must on demand return to NexusXplore or destroy any Confidential Information supplied by NexusXplore in connection with this Agreement.

## **8 Termination**

- 8.1 You may terminate this Agreement in accordance with the terms and conditions of the Order Form.
- 8.2 The parties may at any time, terminate the Agreement if upon written notice:
- (a) by mutual written agreement of the parties;
  - (b) you have breached any provision of the Agreement, or intend to breach any provision thereof;
  - (c) NexusXplore is required to do so or is no longer permitted to provide the Platform by law, including any requirements under any export control laws, rules and regulations;
  - (d) NexusXplore is transitioning to no longer providing the Platform to customers in the jurisdiction in which you are a resident or from which you use the Platform;
  - (e) the provision of the Platform and Documentation to you by NexusXplore is, in the opinion of NexusXplore, no longer commercially viable; or



- (f) you have used the Platform or Documentation:
  - (i) in breach of any law;
  - (ii) in a way that is misleading or deceptive; or
  - (iii) in a manner which can or does bring NexusXplore into disrepute or could damage NexusXplore' reputation as determined by NexusXplore at its absolute discretion.
- (g) The parties may terminate this Agreement without cause upon thirty (30) days written notice service upon the other party stating the extend and effective date of termination. In the event that County of Riverside terminates for no cause, NexusXplore will not issue any refunds.

8.3 You agree that, upon termination, you shall cease usage of the Platform. Clauses 6, 7 and 9 and any other clauses which are capable of having effect after the expiration or termination of this Agreement will continue to remain in full force and effect.

## 9 Dispute Resolution

### 9.1 Negotiation

Except as is expressly provided for in this Agreement, if there is a dispute or difference between the parties arising out of or in connection with this Agreement ("**Dispute**"), then within five (5) Business Days of a party notifying the other party in writing of the Dispute, a senior representative from each party must meet and use all reasonable endeavors acting in good faith to resolve the Dispute by joint discussions.

### 9.2 Mediation

- (a) In the event of any dispute arising out of or in connection with this Agreement, the Parties must not commence legal proceedings, except where urgent injunctive or interlocutory relief is sought in a court of competent jurisdiction, until they have complied with the dispute resolution procedure set out in this clause 7:
  - (i) A party to this Agreement claiming a dispute (the Dispute) has arisen under the terms of this Agreement, must give Notice to the other party detailing the nature of the Dispute, the desired outcome and the action required to settle the Dispute (the **Dispute Notice**);
  - (ii) On receipt of the Dispute Notice by the other party, the Parties must within 14 days of the Dispute Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree, unless the parties mutually agree to extend this time period.
  - (iii) In the event that the Dispute is not resolved pursuant to clause 1.1(b), except where urgent injunctive or interlocutory relief is sought in a court of competent jurisdiction, both parties are prohibited from instituting legal proceedings concerning the subject matter of the Dispute in connection with this Agreement will be resolved by arbitration in accordance with the ICC Rules of Arbitration. The seat of arbitration shall be a location to be mutually agreed upon by the parties, and in the absence of such agreement, the seat of arbitration shall be determined in accordance with the ICC Rules of Arbitration. The language of the arbitration shall be English. The number of arbitrators shall be one.
  - (iv) This clause may be used as a bar to legal proceedings issued in any Court in any country which has ratified the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958, unless the Party seeks injunctive or other interlocutory relief.

- (b) Governing law: This Agreement is governed by the law of New South Wales, Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts of that state.

9.3 **Reserved.**

9.4 Court proceedings and other relief

A party may not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.

**10 General Provisions**

10.1 Force Majeure

Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of a Force Majeure event.

10.2 Announcements

NexusXplore may identify you as a customer of NexusXplore in its customer lists and in its marketing materials.

10.3 Assignment

(a) The terms and conditions of this Agreement shall be binding on the parties and their successors.

(b) NexusXplore may assign its rights and obligations under this Agreement:

- (i) to a third party if any part of NexusXplore's business is sold or transferred to that third party; and/or
- (ii) provided that NexusXplore can demonstrate that the assignee is able to perform its obligations under this Agreement.

NexusXplore and you shall not otherwise assign its rights under this Agreement without the written consent of the other party and such consent shall not be unreasonably withheld or delayed.

(c) Any attempted assignment, transfer, or delegation in violation of the foregoing shall be null and void.

10.4 Entire Agreement

The Agreement and the Work Order, and any variations to it embody the entire understanding and agreement between the parties as to its subject matter. All previous negotiations, understandings, representations or warranties ("**Other Understandings**") in relation to the subject matter of this Agreement are superseded by this Agreement. You acknowledge and agree that in entering into this Agreement it is not relying on any Other Understandings (including any express warranties) which are not expressly set out in this Agreement.

10.5 Limitation of action

Subject to clause 10.5 and to the maximum extent permitted by law, other than in relation to a claim for breach of NexusXplore's Intellectual Property Rights, no claim can be made under this Agreement more than two (2) years after:

- (a) the discovery of the circumstances giving rise to the claim; or
- (b) the effective date of termination of this Agreement.

10.6 Compliance with the Australian Consumer Law

If the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (the **ACL**) applies to any supply of goods or services under this Agreement and you are a Consumer thereunder, nothing in this Agreement excludes, restricts or modifies a guarantee, right, liability or remedy to the extent that to do so would render a term void or be a breach of the ACL. Liability for breach of a guarantee conferred by the Australian Consumer Law is limited for the relevant month at issue:

- (a) to re-supplying (including Upgrades) the relevant Platform or related service; or
- (b) making full payment for the cost of having the Platform or related service supplied again.

NexusXplore's liability will not be responsible for any problems that you cause, that arise when you fail to follow instructions, or that are caused by events beyond the reasonable control of NexusXplore. This clause will apply to any supplements, updates, or replacement platform that you may receive from NexusXplore, including Upgrades.

#### 10.7 Waiver

A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

#### 10.8 Suspension

In addition to any other rights of NexusXplore hereunder, certain circumstances may require NexusXplore to suspend or terminate, as determined in NexusXplore's discretion, your access to and/or use of, or otherwise modify, the Platform and/or any component thereof without notice in order to: (a) prevent damage to, or degradation of the integrity of, NexusXplore's network; (b) comply with any law, regulation, court order, or other governmental request or order; (c) comply with the terms of any provider of any third-party component of the Platform; (d) otherwise protect NexusXplore from potential legal liability or harm to its business; or (e) if you fail to pay any amount owed to NexusXplore. NexusXplore will use commercially reasonable efforts to notify you of such suspension or termination as soon as reasonably practicable. In the event of a suspension, NexusXplore will promptly restore your access to the Platform or portion thereof as soon as the event giving rise to the suspension has been resolved, as determined in NexusXplore's discretion. Nothing contained in the Agreement will be construed to limit NexusXplore's actions or remedies or act as a waiver of NexusXplore's rights in any way with respect to any of the foregoing activities. NexusXplore will not be responsible for any loss or damages incurred by you as a result of any termination or suspension of access to or use of the Platform (in whole or in part) as set forth in the Agreement.

#### 10.9 Severability

- (a) Any provision in this Agreement that is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Agreement, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party.
- (b) Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to affect the original intention of the parties.

#### 10.10 Governing law & Jurisdiction

- (a) This Agreement is governed by the laws of the State of California.

- (b) With respect to any legal action or proceedings which may be brought with respect to this Agreement or any transaction contemplated by this Agreement (each, a **Relevant Action**), subject to clause 9.3, each party irrevocably and unconditionally:
  - (i) submits to and accepts, for itself and in respect of its assets, the non-exclusive jurisdiction of courts exercising jurisdiction in Sydney, New South Wales in connection with matters concerning this Agreement; and
  - (ii) agrees that it will not object to the venue or claim that the Relevant Action has been brought in an inconvenient forum.
- (c) The United Nations Convention on Contracts for the International Sale of Goods (and any adopting legislation) does not apply to this Agreement.

#### 10.11 GDPR (EEA and UK)

Where it is determined that the use of the Platform to be within the jurisdiction of the EU General Data Protection Regulation 2016/679 or as applied by the United Kingdom ("GDPR"):

- (i) Client agrees that NexusXplore is a processor, and not a controller or joint controller, of any Personal Data on your behalf;
- (ii) NexusXplore will follow all your lawful instructions in relation to the Personal Data;
- (iii) You hereby authorizes NexusXplore and its third party contractors to transfer and process your data globally, and if international to a country that is not under an adequacy mechanism, then for the EEA and Switzerland the Processor Standard Contractual Clauses Module 4 if you are a "Controller" and Module 3 if you are a "Processor" are incorporated by reference, and for the UK the mandatory clauses of the international data transfer Addendum is additionally incorporated by reference.

#### 10.12 Sanctions

- (a) You hereby warrants and represents that You and all of your Representative, affiliates, and clients:
  - (i) are not a Sanctioned Person;
  - (ii) are not violating any Sanctions applicable to it; and
  - (iii) are not engaging with a Sanctioned Person.
- (b) If you:
  - (i) provides incorrect information in connection with the Sanctions;
  - (ii) breaches any provision of the Agreement relating to Sanctions; or
  - (iii) your Representative, affiliates, or clients becomes a Sanctioned Person,you must immediately give notice to NexusXplore and NexusXplore may:
  - (i) immediately terminate the Agreement and any or all Agreements and Work Orders; and
  - (ii) claim compensation from you for any damages or losses which it suffers.
- (c) Without limiting any remedy to which NexusXplore might otherwise be entitled, NexusXplore may terminate the Agreement if it determines that the Agreement violates any applicable Sanction.
- (d) Definitions

**Sanction** means any economic or financial sanction, trade embargo or similar measures imposed, enacted, administered or enforced from time to time by a Sanctions Authority.

**Sanctioned Country** means any country or territory which is subject to the target of comprehensive, country-wide or territory-wide Sanctions, which as of the date of the Agreement, comprise the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria.

**Sanctioned Person** means any person or entity which is:

- (i) listed on, or is owned or controlled directly or indirectly (as such terms are used in the Sanction or in any guidance in relation to the Sanction) by a person or entity listed on, a Sanctions List;
- (ii) located in, incorporated under the law of, or acting on behalf of a person located in or organized under the laws of a Sanctioned Country; or
- (iii) otherwise a target of a Sanction.

**Sanctions Authority** means each of the following:

- (i) the United States of America;
- (ii) the United Nations;
- (iii) the European Union and any present or future member state thereof;
- (iv) the United Kingdom;
- (v) Australia; and
- (vi) the respective governmental and official institutions or agencies of any of the foregoing including the Office of Foreign Assets Control (OFAC) by the United States' Department of the Treasury, the United States' Department of State, the Security Council of the United Nations, Her Majesty's Treasury by the Government of the United Kingdom, the Ministry for the Economy and Finance (Directorate-General of the Treasury) of France and the Australian Sanctions Office by Australia's Department of Foreign Affairs and Trade.

**Sanctions List** means any of the lists of specifically designated nationals or designated persons or entities (or equivalent) held, issued or maintained by any Sanctions Authority, each as amended, supplemented or substituted from time to time.

#### 10.13 Third-Party Terms

If the Platform includes object verification, and you are a Law Enforcement Agency then:

- (a) If object verification is used to assist in identifying a person, and actions will be taken based on the identification that could impact that person's civil liberties or equivalent human rights, the decision to take action must be made by an appropriately trained person based on their independent examination of the identification evidence.
- (b) Law Enforcement Agencies that use object verification to assist personnel in making decisions that could impact civil liberties or equivalent human rights must ensure such personnel receive appropriate training on responsible use of facial verification systems, including how to properly operate the system and interpret its results.
- (c) Object verification may not be used for sustained surveillance of a specific person without following an independent review process that is designed to protect civil liberties or equivalent human rights (such as obtaining a court order, warrant, or other authorization), unless the use is to address exigent circumstances involving a threat of death or serious harm to a person.
- (d) Law Enforcement Agencies that use object verification for criminal investigations must provide a public disclosure describing their use of facial verification systems. The method

and content of the disclosure is at the reasonable discretion of the agency, but should be easily accessible to the public (such as a posting on a website), describe how the facial verification system is used, and summarize safeguards in place to prevent violations of civil liberties or equivalent human rights.


**Law Enforcement Agency** means a government entity whose primary purpose and responsibilities are criminal investigation, apprehension, and prosecution.

10.14 Order of Priority

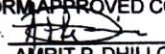
If you enter into an other written agreement with NexusXplore and the terms and conditions of the other agreement conflict with the terms and conditions of this Agreement, then the terms and conditions specified in this Agreement shall prevail, unless specifically stated in the other written agreement.

  
(Accepted by Cnty of Riverside) (Date)

Chuck Washington, Chair  
(Name and Title)

  
(Accepted by NexusXplore) (Date)

Chris Poulter - CEO  
(Name and Title)

FORM APPROVED COUNTY COUNSEL  
BY:  4/18/2024  
AMRIT P. DHILLON DATE

Attest:  
Kimberly Rector, COB

By:   
Deputy



# Riverside County Sheriff's Department

*Chad Bianco, Sheriff-Coroner*

4095 Lemon Street • Riverside • California • 92501  
www.riversidesheriff.org

Date: 10/19/2023  
From: Amanda Bennett, Deputy Director of Administration Services  
To: Board of Supervisors/Purchasing Agent  
Via: Sharae Hill, Crime Analysis Unit Supervisor (951) 955-9823  
Subject: Sole Source Procurement; Request for NexusXplore PTY LTD

The below information is provided in support of the Crime Analysis Unit, requesting approval for a sole or single source.

1. **Supplier being requested:** NexusXplore PTY LTD.
2. **Vendor ID:** 261938
3.  **Single Source**                       **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?**  
 **Yes**     **No**
- 4a. **Was the request approved for a different project?** N/A  
 **Yes**     **No**

**5. Supply/Service being requested:**

The Crime Analysis Unit (CAU) is requesting the purchase of NexusXplore PTY LTD, an online Open-Source Intelligence (OSINT) platform. Crime Analysts perform manual searches on numerous social media websites to gather and compile online personal information. NexusXplore aggregates publicly available data from over 620 social sites into a single platform, creating a streamlined process.

**6. Unique features of the supply/service being requested from this supplier.**

- NexusXplore is a force-multiplier, leveraging open-source social media and web data to help find online personas and uncover hidden links between multiple subjects.
- The platform offers anonymized advanced search capabilities in the collection and analysis of publicly available information through a single interface.
- Users can find and explore people (legal names, usernames, etc.), companies, telephone numbers, geographical areas and information across social media, surface, deep and the dark web.
- Users can apply a keyword to refine search results and quickly locate pertinent details.

- NexusXplore provides automated tools for true cross-platform link analysis in real-time.
- The Cross Discovery feature allows users to search across 10 major social media platforms.
  - The language translation capability allows users to translate content from other languages into meaningful information.
  - Monitors can be setup to search geo-tagged content from social websites including hashtags, usernames, etc.
  - The case management feature allows users to save the desired search results and organize those findings by case.

**7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

Crime Analysts conduct research and provide information regarding events or suspects. Examining the suspect's online persona and monitoring the "digital chatter" developing on social media platforms is essential to contextualize the details surrounding criminal activity. Analysts conduct manual searches across numerous social media platforms to gather and compile relevant information. The research process is tedious and time-consuming. Subscribing to NexusXplore will enable the analysts to search across multiple social media platforms within a single interface. This streamlined process will increase efficiency and enhance the Analyst's ability to quickly locate pertinent information more effectively. What currently takes hours to research can be done in a matter of minutes. The information gleaned from this platform will help to provide quicker results and an understanding of the suspect's "pattern of life", possible relatives and associates, connecting social media accounts, or greater insight into how much traction surrounds criminal activities. This actionable intelligence leads to better decision-making before, during, and after an event.

**8. Period of Performance:** From: November 1, 2023, to November 30, 2028  
(total number of years) 5

Is this an annually renewable contract?  No  Yes  
Is this a fixed-term agreement:  No  Yes

**9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**


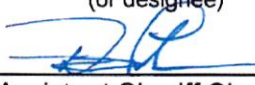
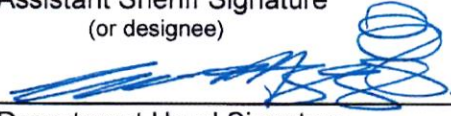
Description:	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Total
Ongoing Costs:	\$180,000	\$192,600	\$206,082	\$220,508	\$235,943	\$1,035,133
Future Consideration of NexusDiscover module (5 licenses x \$18,000 ea.)	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$450,000
Future Consideration of 2 Additional User Licenses	\$39,000	\$39,000	\$39,000	\$39,000	\$39,000	\$195,000
<b>Total Costs</b>	<b>\$309,000</b>	<b>\$321,600</b>	<b>\$335,082</b>	<b>\$349,508</b>	<b>\$364,943</b>	<b>\$1,680,133</b>



**10. Price Reasonableness:**

NexusXplore is offering the Sheriff's Office a law enforcement price of \$180,000 for 22 user licenses. The cost is reduced from \$235,950, resulting in a savings of \$55,950. The license structure grants all analysts with simultaneous usage of the interface. NexusXplore provides unlimited searches and unlimited monitors, resulting in additional savings.

**11. Projected Board of Supervisor Date (if applicable):** \_\_\_\_\_

	<u>Zach Hau</u>	<u>10/20/23</u>
Chief Deputy Signature (or designee)	Print Name	Date
	<u>Duro Lelavier</u>	<u>10/23/23</u>
Assistant Sheriff Signature (or designee)	Print Name	Date
	<u>Claudia Preciado-Arroyo</u>	<u>10/20/2023</u>
Department Head Signature (or designee)	Print Name	Date

-----  
**The section below is to be completed by the Purchasing Agent or designee.**  
 -----

Purchasing Department Comments:

**Approve**

**Approve with Condition/s**

**Disapprove**

Condition/s:

Approved; with cost not to exceed FY limitations noted above.

**Not to exceed;**

**Annual Amount** \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)

(If Annual Amount Varies each FY)

FY _____	:	\$ _____
FY _____	:	\$ _____
FY _____	:	\$ _____
FY _____	:	\$ _____
FY _____	:	\$ _____

<u>Meghan Hahn</u>	<u>10/26/13</u>	<u>24-107</u>
Purchasing Agent	Date	Approval Number
		(Reference on Purchasing Documents)

29 August 2023

To Whom it May Concern,

This letter is to confirm that NexusXplore is a sole source product, manufactured, sold and distributed exclusively by NexusXplore PTY LTD. No division of NexusXplore PTY LTD, nor any other company, makes a product with matching capabilities.

This product must be purchased directly by institutions from NexusXplore PTY LTD. There are no agents or dealers authorized to represent this product. At the time of writing, NexusXplore PTY LTD does not utilize "authorized" resellers. If a prospective client posts a public tender on their Contract Vehicle, we will accept requests for quotes from interested suppliers, but have not entered formal or authorized reseller contracts with them beyond the submission.

There is no other like item or product available for purchase that would serve the same purpose or function and there is only one price for the above name item or product because of exclusive distribution of NexusXplore.

If you desire additional information, don't hesitate to contact me at (703) 999-2571. Thank you for your interest in NexusXplore.

Sincerely,

NEXUSXPLORE PTY LTD  
David Wallach  
Business Development Manager  
davidwallach@osintcombine.com

Company Information

NexusXplore Pty Ltd.  
CAGE Z19E4  
UEI: N9TGLJQYCNF3  
DUNS: 746886599  
NAICS: 511210 Size: Small Business

# Policy H-11 Technology Procurement for SHERIFF

Work Activities

Please click the Paperclip to add attachments



Please use the box below to send a message to the Assignment group working your ticket. You can request an update, send further clarifications or even request addition of other staff members to the watchlist (The watchlist members get notifications upon changes to the ticket status).

Type your message here to send an update for your request...

Send Message

Stephanie Mora Ponce

2mo ago

**Quote.pdf**

69.6 KB

Stephanie Mora Ponce

2mo ago

RITM0288412 Created

Your request has been submitted

**Number**

RITM0288412

**State**

Closed Complete

**Created**

2mo ago

**Updated**

about an hour ago

Hide Request Description

**Requested for:**

Stephanie Mora Ponce

**Department:**

SHERIFF

**Approving Supervisor/Manager:**

Adam Vallejo

**Requested Purchase:**

NexusXplore User License- Annual Subscription

**Describe Requested Purchase:**

NexusXplore is the leading product in enabling advanced search & enhancing efficiencies in the collection & analysis of publicly available information through a single interface. NexusXplore allows to Find & explore people, places & information across social media, surface, deep & dark web, observe geographical areas for situational awareness, find documents & use artificial intelligence for image analysis & translation to support operations.

**Hardware**

false

**Professional Services**

true

**Software**

true

**Other**

false

**Purchase Requested:**

New

**Procurement Status:**

Bid Complete

**Run the Business**

false

**Grow the Business**

false

**Transform the Business**

true

**Reduce Expenses**

false

**Support Current Operations**

true

**Improve Customer Service**

false

**Improve Operational Efficiencies**

true

**Is this a multi-year contract?**

Yes

**Length of Contract (In Years) :**

5

**Start Date:**

09-01-2023

**End Date:**

08-31-2028

**Is this Purchase or Lease?**

Purchase

**Estimated Amount:**

180000.04

**BRM: Please choose approve or reject:**

Approve

**CCB: Please choose option:**

N/A

**EAB: Please choose option:**

Approve

**TSB: Please choose option:**

Approve

**ISO: Please choose option:**

Approve

**SAM: Please choose option:**

Approve

**TSOC: Please choose approve, reject or n/a:**

Approve

*Tickets are picked up within  
4 hours (M-F 9-5)*

Attachments



Quote.pdf (69.6 KB)



2mo ago

## Contact RCIT Helpdesk

Phone: (951) 955-9900

## Quick Links

- County Web
- PeopleSoft
- Careers
- Board of Supervisors
- Human Resources

## Popular KB Topics

- Application Guides
- Course Registration
- Hardware Guides
- General Information