ITEM: 3.34
(ID # 25005)
MEETING DATE:
Tuesday, May 21, 2024

FROM :   RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve the Subscription Renewal with CivicPlus, LLC for NextRequest Public Records Request Software as a Service (SaaS) cloud-based proprietary solution without seeking competitive bids for the amount of $60,686 for the initial period of June 1, 2024 through May 31, 2025, with the option to renew annually for up to two (2) additional years through May 31, 2027, for a total aggregate cost of $191,313, All Districts. [Total Cost: $191,313; RCIT Budget 100%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Subscription Renewal with CivicPlus, LLC for NextRequest Public Records Request Software as a Service (SaaS) cloud-based proprietary solution without seeking competitive bids for the amount of $60,686 for the initial period of June 1, 2024 through May 31, 2025, with the option to renew annually for up to two (2) additional years through May 31, 2027, for a total aggregate cost of $191,313;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to exercise the options of the renewal that stay within the intent of the agreement; and
3. Authorize the Purchasing Agent to issue Purchase Orders for invoices received for goods/services rendered that do not exceed the Board of Supervisors approved amount.

ACTION:Policy

Jim Smith
Jim Smith, Chief Information Officer   5/9/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Jeffries 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   Kimberly A. Rector
Absent: None   Clerk of the Board
Date: May 21, 2024   By: *Naomy L.*
xc: RCIT   Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:		Ongoing Cost
COST	$ 60,686	$ 63,720	$ 191,313	$	0
NET COUNTY COST	$ 0	$ 0	$ 0	$	0
SOURCE OF FUNDS: RCIT Budget - 100%			Budget Adjustment: No		
			For Fiscal Year: 23/24 – 26/27		

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is to approve the Statement of Work with CivicPlus, LLC for the NextRequest Public Records Request Software for a total cost of $191,313 for up to three (3) years.

Riverside County began using the NextRequest Public Record Request platform on June 1, 2022, and RCIT completed all departmental onboarding and implementation efforts in September 2023. As a taxpayer funded governmental agency, the County of Riverside is responsible for responding to Public Records Act (PRA) requests from citizens, journalists, and other stakeholders. The County receives a high-volume of requests for various documents related to County business, including, but not limited to, meeting minutes, contracts, and correspondence. County staff must comply with federal and state public records laws and regulations in responding to PRAs, and NextRequest has proven to be an invaluable tool that supports this critical task.

NextRequest is an all-in-one Software as a Service (SaaS) cloud-based solution and allows staff to manage public records requests received by the County. This comprehensive software platform is designed to centralize, streamline, and document the management of PRA requests in an efficient and transparent manner, thus ensuring compliance with federal and state mandates while significantly reducing departmental administrative staff time and costs in managing such requests.

This agreement is in alignment with RCIT's continuing efforts to optimize information technology solutions to focus on reducing duplicate cost and efforts while increasing security and efficiencies.

Impact on Residents and Businesses

There is no negative impact on residents and businesses.

Additional Fiscal Information

The attached table reflects the annual cost of the purchase and includes the negotiated and agreed upon annual 5% uplift.

Item	FY 24/25*	FY 25/26 (optional renewal)	FY 26/27 (optional renewal)	Total
NextRequest Public Records Request Software	$60,686.01	$63,720.31	$66,906.33	$191,312.65

*FY 24/25 includes the cost for the month of June 2024 which falls in FY23/24

Contract History and Price Reasonableness

The County has been using NextRequest since June 1, 2022. At that time, RCIT negotiated a baseline cost of $28,577.33 with $3,756.00 in additional compensation provisions that included unlimited staff users, up to 40 admin-publish users, and up to 3 TB of storage. In FY 23/24, the baseline cost for the NextRequest renewal was $37,841.58 that included a 5% uplift and 110 additional admin-publish users with a $4,204.62 contingency, which includes additional admin-publish users for departments to manage County records request more efficiently and effectively.

This renewal amount is based on the original base price, including the agreed upon 5% annual uplift.

ATTACHMENTS:
   A. Subscription Renewal with CivicPlus, LLC for NextRequest, Quote #Q-66111-1
   B. Sole Source Justification No. 24-235
   C. NextRequest_Fully Executed MSA

Meghan Hahn, Director of Procurement   5/13/2024

Alonzo Barrera, Principal Management Analyst   5/14/2024

Aaron Gettis, Chief of Deputy County Counsel   5/14/2024

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer

RCIT
RIVERSIDE COUNTY INFORMATION TECHNOLOGY

MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Date:	April 24, 2024
From:	Jim Smith, Chief Information Officer
To:	Purchasing Agent
Via:	Krishna Lawrence, Administrative Service Analyst
Subject:	Sole Source Procurement; Request for NextRequest Public Records Request Software as a Service (SaaS)

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*) **Note:** Once signed by the Department Head and PCS (Signature Line below) Email completed SSJ to: **psolesource@rivco.org**.

1. **Supplier being requested:** CivicPlus, LLC

2. **Vendor ID:** 0000234145

3. ☐ **Single Source**　　　■ **Sole Source**
   (*Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available*)

   (*Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements*)

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number*).

   ■ **Yes**　　　　　　☐ **No**
   SSJ# *157281052, 23-197*

4a. **Was the request approved for a different project?**

   ☐ **Yes**　　　　　　■ **No**

5. **Supply/Service being requested:**
(If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law. All insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

NextRequest all-in-one Software as a Service (SaaS) cloud-based solution for the management of Public Records Act (PRA) requests.

6. **Unique features of the supply/service being requested from this supplier. (***If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)*

NextRequest allows staff to manage public records requests received by the County. This comprehensive software platform is designed to centralize, streamline, and document the management of PRA requests in an efficient and transparent manner, thus ensuring compliance with federal and state mandates while significantly reducing departmental administrative staff time and costs in managing such requests.

Through NextRequest, County departments can coordinate seamlessly across one another, establish roles, and configure request routes using automated workflows. Furthermore, the County can utilize built-in redaction tools to securely redact sensitive information from the documents being released, and requesters ultimately receive an automatic notification when their requests are fulfilled. An additional unique feature is the tracking and reporting module that produces records request fulfillment metrics for auditing and accountability purposes.

The platform package includes unlimited user licenses, a public request portal, a premier security package, review and redaction features for unlimited users, and a risk module. This unique Risk Module automatically scans for sensitive information uploaded into our system and finds any instances of Personably Identifiable Information (PII), Protected Health Information (PHI), or Payment Card Industry (PCI) information, and alerts to its existence so it can be removed prior to being released. Similar software does not provide the Risk Module feature.

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

The County began using NextRequest in 2022. In September 2023, RCIT completed its onboarding efforts to have all County departments on the NextRequest Public Record Request platform. Prior to the implementation, the County did not have a countywide system in place for departments to track and manage PRA requests.

As a taxpayer funded governmental agency, the County of Riverside is responsible for responding to PRA requests from citizens, journalists, and other stakeholders. The County receives a high-volume of requests for various documents related to County business, including, but not limited to, meeting minutes, contracts, and correspondence. County staff must comply with federal and state public records laws and regulations in responding to PRAs, and NextRequest has proven to be an invaluable tool that supports this critical task.

8. **Period of Performance:** From: 6/1/2024 to 5/31/2025
   (with option to renew for 2 additional years through 5/31/2027)
   Is this an annually renewable contract?   ☐ No   ■ Yes
   Is this a fixed-term agreement: ■ No   ☐ Yes
   (A fixed- term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

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.** *(Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)*

   The attached table reflects the annual cost of the purchase and includes the negotiated and agreed upon annual uplift.

Item	FY 24/25	FY 25/26 (optional renewal)	FY 26/27 (optional renewal)	Total
NextRequest Public Records Request Software	$60,686.01	$63,720.31	$66,906.33	$191,312.65

10. **Price Reasonableness:** *(Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)*

    The County has been using NextRequest since June 1, 2022. At that time, RCIT negotiated a baseline cost of $28,577.33 with $3,756.00 in additional compensation provisions that included unlimited staff users, up to 40 admin-publish users, and up to 3 TB of storage. In FY 23/24, the baseline cost for the NextRequest renewal was $37,841.58 that included a 5% uplift and 110 additional admin-publish users with a $4,204.62 contingency, which includes additional admin-publish users for departments to manage County records request more efficiently and effectively.

    This renewal amount is based on the original base price, including the agreed upon 5% annual uplift.

11. **Projected Board of Supervisor Date (if applicable):** May 21, 2024
    (Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

_____ Jim Smith 4/25/24

Department Head Signature   **Print Name**   **Date**
(or designee)

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

Purchasing Department Comments:

[Approve]   **Approve with Condition/s**   **Disapprove**

Condition/s:

By signing above, department attests all legal and contractual requirements have been met by the

selected supplier.

_____

_____

Not to exceed:

☐ **One-time** $_____

☒ **Annual Amount** $_____ / per fiscal year through _____(date)
     (If Annual Amount Varies each FY)
     FY 24/25 : $ 60,686.01
     FY 25/26 : $ 63,720.31
     FY 26/27 : $ 66,906.33
     FY _____ : $_____
     FY _____ : $_____

Reviewed by Procurement Contract Specialist (PCS):

Signature: _____   Date: 4/25/24

Melissa Curtis   4/29/2024   24-235

Purchasing Agent   **Date**   **Approval Number**
                                 (Reference on Purchasing Documents)

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:	Q-66111-1
Date:	3/12/2024 12:55 PM
Expires On:	5/31/2024

Client:
Riverside County, CA

Bill To:
RIVERSIDE COUNTY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Angelique Mansell	(843) 829-4562	angelique.mansell@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	NextRequest Premium	NextRequest Premium with up to 40 Admin-Publisher Users and 3TB of Storage Renewal	USD 28,934.01
52.00	NextRequest Additional Users – 5	NextRequest Additional Users (bundles of 5)	USD 28,665.00
1.00	NextRequest Additional Portal - Standard	NextRequest Additional Portal - Sandbox	USD 3,087.00

Total Investment - Prorated Year 1	USD 60,686.01
Annual Recurring Services (Subject to Uplift)	USD 60,686.01

Total Days of Quote:365

Initial Term	6/1/2024 - 5/31/2025, Renewal Term 6/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

The Annual Recurring Services subscription fee for the Products (as described above) included in this Order Form are prorated and co-termed to align with the Client's current NextRequest billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Order Form shall be subject to the terms and conditions of the NextRequest Master Services Agreement signed by and between the Parties on June 1, 2022.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this Order Form, and have caused this Order Form to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
FORM COPY - DO NOT SIGN	FORM COPY - DO NOT SIGN
Name:	Name:
Title:	Title:
Date:	Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:
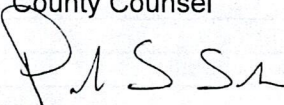
Billing Email:

Billing Address:

Approved as to form:
Minh C. Tran
County Counsel

_P l S S l_

By:
Paula S. Salcido
Deputy County Counsel

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

NextRequest
Master Service Agreement No.
Version 4.0 (April 6, 2021)

This Master Service Agreement ("MSA"), together with the order form ("Order Form") executed between NextRequest and COUNTY, which is incorporated herein by reference, constitute a legally binding contract between NextRequest and the County of Riverside, a political subdivision of the State of California, with principal address at 4080 Lemon Street, Riverside, CA 92501 (herein referred to as "COUNTY")COUNTY. The Order Form, together with this MSA is referred to as the "Agreement" or "Service Agreement".

"NextRequest" means NextRequest Co., a Delaware Corporation with principal offices at 460 Brannan St. #77208 San Francisco, CA 94107 and "COUNTYCOUNTY" means the entity identified as such in the Order Form. Each of NextRequest and COUNTYCOUNTY may each be referred to as a "Party" and together as the "Parties".

1. **Defined Terms**
    1.1. "Business Day" or "Business Hours" means 9:00 a.m. – 6:00 p.m. Monday through Friday, U.S. Pacific time, excluding public holidays in the United States.
    1.2. "Confidential Information" means all information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including information that is marked or otherwise conspicuously designated as confidential, and for NextRequest only, scripts and other tools used in the Service. Information that is (i) independently developed by either Party, without reference to the other's Confidential Information, (ii) is or becomes publicly available (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee of the Receiving Party), (iii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (iv) becomes available to either Party without restriction other than through breach of the Agreement or applicable law, will not be "Confidential Information" of the other Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding to the extent permitted by law.
    1.3. "COUNTY Content" means any content (including without limitation data, text, audio, video, or images) that COUNTY provides or transfers to NextRequest for processing, storage or transmission in connection with COUNTY's use of the Service, including without limitation, public records requests COUNTY receives directly from Requesters and submits to the Service, as well as any public records results (including redacted versions of documents) that COUNTY provides, uploads, publishes, displays, transfers or otherwise makes available to NextRequest through its use of the Services. COUNTY Content does not include Usage Data collected from COUNTY or Requesters.
    1.4. "COUNTY User" means a person authorized by COUNTY, such as a COUNTY employee, to use the Service on COUNTY's behalf. COUNTY User does not include Requesters.
    1.5. "Hourly Services" means hourly support or training services to be provided by NextRequest under an applicable Order Form.
    1.6. "Intellectual Property" or "IP" means all rights in, to, or arising out of: (i) any U.S., international or foreign patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions, continuations-in-part, utility models and supplementary protection certificates thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information or materials, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world; (iv) trademarks, service marks, trade names, domain names, logos, trade dress, and all goodwill associated therewith; and (v) any other proprietary rights or a similar nature anywhere in the world.

1.7. "Prohibited Content" means content (i) that violates any third party's rights, including privacy or Intellectual Property rights; (ii) that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors; (iii) that advocates racial or ethnic intolerance; (iv) intended to advocate or advance computer hacking or cracking; (v) gambling; (vi) other illegal activity; (vii) drug paraphernalia; (viii) phishing; (ix) malicious content; and (x) other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

1.8. "Requester" means a person that uses the Service to make a public records request or to access or download publicly-available records.

1.9. "Requester Content" means information provided directly to NextRequest a Requester. Requester Content does not include Usage Data collected from Requesters.

1.10. "Sensitive Information" means Confidential Information such as financial data, personal data, individually identifiable information about children, individually identifiable health information, geolocation information about specific people, Social Security numbers, driver's license numbers, other confidential ID numbers, financial account numbers, credit or debit card numbers, personal identification numbers (PINs) or passwords, street addresses, phone numbers or other personal information.

1.11. "Service" means NextRequest's integrated web-based service, which assists COUNTYs in responding to public records requests. The Service consists of a core web-based application and any optional modules which may be purchased by COUNTY. The details of the Service subject to this Agreement are set forth in the Order Form.

1.12. "Service Level Agreement" or "SLA" means the NextRequest Service Level Agreement attached as Exhibit A to this Agreement and incorporated by reference.

1.13. "Service Providers" means third-party providers of services that are part of the Service.

1.14. "Usage Data" means information other than COUNTY Content or Requester Content that is collected, directly or indirectly, from COUNTY or Requesters by or through the Service that specifically tracks the usage or performance of the Service, including information that incorporates or is derived from the processing, storage or transmission of information, data or content by or through the Service as well as any information, data or other content derived from NextRequest's or its Service Providers' monitoring of COUNTY's access to or use of the Service such as information reflecting the access or use of the Service by or on behalf of COUNTY or any Requester. All right, title, and interest in and to the Usage Data shall remain exclusively with NextRequest. Usage Data shall be considered the Confidential Information of NextRequest. NextRequest will employ commercially reasonable measures to ensure that access to Usage Data is not provided to any third party unless such entity has a need to know in order for NextRequest to perform its obligations under this Agreement. Notwithstanding anything else, COUNTY acknowledges and agrees that NextRequest may: (a) use Usage Data as necessary to provide Services under this Agreement, including for purposes of billing and providing reports to COUNTY; and (b) use and disclose Usage Data provided that it is aggregated in a manner that does not identify COUNTY, COUNTY's Users, or Requesters, and cannot be used to determine which portion of the aggregated data is related or attributable to COUNTY.

2. **Services**

2.1. **NextRequest Service.** During the term of this agreement, NextRequest will use commercially reasonable efforts to deploy, host, and maintain for COUNTY the Service further described in the Order Form.

2.2. **Service Level Agreement.** NextRequest will provide support for the Service according to the terms of the Service Level Agreement attached hereto as Exhibit A and incorporated by reference.

2.3. **Other Services.** If provided in the Order Form, NextRequest will provide Additional Services consistent with industry standards and according to the terms in the Order Form. Services such as setup or COUNTY support will be provided during Business Hours, online, or by telephone, unless otherwise agreed to by the Parties.

2.4. **Excluded Services.** Unless expressly provided in the Order Form, NextRequest is not responsible for registering or maintaining domain names or DNS; hardware or software not provided as part of the Service; integration between the Service and any other software or system (except for issues originating with the Service or its interfaces); or providing direct support to Requesters.

2.5. **Security**. The Service is hosted by third-party Service Providers pursuant to agreements between NextRequest and such Service Providers. NextRequest maintains the level of security outlined in NextRequest's Security Policy ("Security Policy"), which is <u>attached</u> as Exhibit A to this Master Service Agreement.

3. **Intellectual Property and Licenses**.
   3.1. **Service**. The Service is protected by copyright, trademark, trade secret, and other intellectual property laws of both the United States and foreign countries. Except for the express licenses granted in this Section 3.1, NextRequest reserves all rights in the Service. As between COUNTY and NextRequest, NextRequest retains all and exclusive rights, title, and interest in and to the Service, including all Intellectual Property rights or moral rights in the Service related thereto or created, used, or provided by NextRequest for the purposes of this Agreement, and any products, works, software used to provide the Service to COUNTY. During the Term and conditioned upon COUNTY's compliance with all provisions of this Agreement, NextRequest hereby authorizes COUNTY to access and use the Service for purpose of accepting, responding to and managing public records requests and publishing responsive documents ("**Purpose**"), and grants to COUNTY a personal, limited, royalty-free, non-exclusive, non-assignable, non-sublicensable and non-transferable right and license to use the Service only for the Purpose. COUNTY shall not (and shall not permit any third party to) directly or indirectly (a) copy, modify, translate or create derivative works or improvements of the Service; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Service or any part or derivative thereof to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, underlying ideas, algorithms, structure or organization of the Service, in whole or in part; or (d) defeat, bypass, breach, deactivate, or otherwise circumvent any security device or protection used by the Service or access or use the Service other than through the use of its own then valid access credentials.

   3.2. **COUNTY Content**. As between COUNTY and NextRequest, COUNTY retains ownership of all Intellectual Property in COUNTY Content. COUNTY grants to NextRequest, its Service Providers and each of NextRequest's respective subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid-up, transferable, irrevocable, perpetual, unlimited, and sub-licensable right and license to use, host, store, cache, reproduce, publish, publicly display, perform, distribute, transmit, translate, publicly perform, adapt, modify, and otherwise fully use and exploit COUNTY Content, in all media now known or later developed, for the purpose of providing the Services.

   3.3. **Requester Content**. Requester Content submitted directly by a Requester to NextRequest is governed by the~~the~~this Master Service Agreement. As set forth in the Terms of Service, Requester grants to COUNTY a worldwide, non-exclusive, royalty-free, fully-paid-up, non-assignable, non-transferrable, irrevocable, perpetual, and non-sublicensable right to use Requester Content solely for the Purpose.

   3.4. **Feedback and improvements**. Any suggestions provided by COUNTY in any form or medium to NextRequest with respect to NextRequest's products or services shall be collectively deemed "Feedback." NextRequest will be free to use Feedback without any obligation to COUNTY and COUNTY hereby assigns to NextRequest all rights, title, and interest in and to any Feedback. NextRequest will be considered the sole author of all modifications or improvements to the Service. NextRequest may use COUNTY Content to improve the Service and shall be the sole owner of any such improvements, so long as such use protects the confidentiality of COUNTY Content.

4. **COUNTY Obligations and Restrictions**
   4.1. **Security**. COUNTY will protect the accounts, passwords, and other authentication information COUNTY uses to access the Service and any NextRequest system, and is responsible for the use of the Service by any COUNTY User, employee of COUNTY, any person COUNTY authorizes to use the Service, any person to whom COUNTY has given access to the Service, and any person who gains access to COUNTY Content or the Service as a result of COUNTY's failure to use reasonable security precautions, even if such use was not authorized by COUNTY. COUNTY's user names, passwords, other login information or personal information may be stored by NextRequest or its Service Providers in the course of providing Service and may be available to the Service and Service Providers.

4.2. **Compliance with Laws**. COUNTY is solely responsible for COUNTY Content and will comply with all laws applicable to COUNTY's use of the Service, including without limitation, all local, state, and federal public records law and privacy and security laws. NextRequest shall not be liable for any damages that arise due to COUNTY's use of the Services or publication, processing, storage or transmission of any information in violation of any law. COUNTY represents and warrants that it has reviewed the Security Policy carefully and has made its own, independent determination whether the levels of privacy and security set forth in the Security Policy are sufficient for COUNTY's use of the Service. COUNTY acknowledges and agrees that the Service, including without limitation the degree of privacy and security provided by the Service, may not comply with special privacy and security requirements relating to the processing, storage or transmission of Sensitive Information. COUNTY will not use the Service to process any information subject to the Health Insurance Portability and Accountability Act ("HIPAA") without signing a Business Associations Agreement with NextRequest. COUNTY agrees that if COUNTY uses the Service to process Sensitive Information, any such use is at COUNTY's own risk and NextRequest will have no liability to COUNTY or any third party arising out of or relating to such use. COUNTY will indemnify NextRequest and its Service Providers against any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to such use. COUNTY will not disclose to NextRequest or the Service any information that COUNTY is prohibited by any law or regulation from disclosing.

4.3. **Acceptable Use Policy**. COUNTY shall not use the Service (i) to send or facilitate the sending of unsolicited bulk commercial email (spam) or inundating a target with communications requests so the target cannot effectively respond to legitimate traffic; (ii) to send, upload, distribute, or transmit or store Prohibited Content (iii) to distribute malware, including viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; (iv) to alter, disable, interfere with, disrupt, circumvent or exploit vulnerabilities in any aspect of the Service or NextRequest's or third parties' other services or systems; (vi) monitor data or traffic on the Service without permission; (vii) forge TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route; (viii) to infringe or misappropriate the Intellectual Property or privacy rights of any person; (vii) to otherwise violate, or promote the violation of, any law or the legal rights of any person; (viii) to impersonate another person; (ix) for any high risk use where failure of the Service could lead to death or serious bodily injury or any person or to physical or environmental damages, such as applications controlling transportation, medical systems or weaponry systems; or (x) to otherwise access or use the Service beyond the scope of the authorization granted under Section 2.1. If COUNTY becomes aware of any actual or threatened activity prohibited under this section, COUNTY shall immediately take all reasonable measures to stop the activity, to mitigate its effects, and to notify NextRequest. COUNTY is responsible for any act or omission of any COUNTY User. NextRequest and its Service Providers may report any activity, including disclosing appropriate information, if they suspect such activity violates any law or regulation.

4.4. **Service Policies and Privacy.** COUNTY acknowledges that NextRequest is required by law to provide a Privacy Policy for all users of the Service and visitors to NextRequest.com. COUNTY acknowledges that all users of the Service are subject to the NextRequest Privacy Policy available at https://www.nextrequest.com/privacypolicy, which applies to information and data collected with respect to Requesters and COUNTYs, including Requester Content, Usage Data and email correspondence handled by the Service. The NextRequest privacy policy applies to Usage Data relating to COUNTY Content, but does not apply to COUNTY Content itself. COUNTY acknowledges that, in order to use the Service, all users of the Service are subject to the NextRequest Terms of Service available at https://www.nextrequest.com/termsofservice which may be updated from time to time.

4.5. **Deletion of COUNTY Content.** The Service enables COUNTY to delete COUNTY Content for purposes of adhering to COUNTY's document retention or other policies, or any applicable law. When COUNTY deletes COUNTY Content ("**Deleted Content**"), such COUNTY Content is removed from databases accessible to COUNTY, Requester and/or the general public so that COUNTY no longer has access to Deleted Content. However, copies and backups of Deleted Content may continue to be stored on NextRequest's or its Service Providers' servers. COUNTY acknowledges and agrees that after deletion, under no circumstances will NextRequest provide

COUNTY with copies of Deleted Content. NextRequest may provide Deleted Content to third parties as required by law or a court order, and will notify COUNTY to the extent allowed by applicable law.

4.6. **Removal of COUNTY Content, Suspension of Service**

4.6.1. NextRequest reserves the right to remove or prohibit any COUNTY Content or Requester Content that NextRequest determines in its sole discretion violates applicable law or the Acceptable Use Policy.

4.6.2. NextRequest may suspend or terminate COUNTY's use of the Services if NextRequest reasonably believes in its sole discretion that: (a) it is required to do so by law or a regulatory or government body, or doing so is necessary to protect the rights of NextRequest, its Service Providers, a Requester, or its other COUNTYs; (b) COUNTY has failed to comply with any material term of this Agreement, including the Acceptable Use Policy; (c) COUNTY's use violates applicable law or third-party rights; or (d) this Agreement expires or is terminated. In the event of that COUNTY's use of the Services is suspended or terminated pursuant to this Section 4.6.2, COUNTY shall be entitled as its sole remedy (and NextRequest's sole obligation) to a proportionate refund of any prepaid unused Fees from the date of suspension or termination.

4.6.3. Notwithstanding the foregoing and for the avoidance of doubt, NextRequest shall have no obligation to monitor, filter, or disable access to any COUNTY Content or Requester Content.

4.6.4. If NextRequest or a Service Provider elects to remove COUNTY Content or suspend the Services, to the extent possible and permitted by applicable law, NextRequest will give COUNTY advance notice of at least one (1) Business Day and will use commercially reasonable efforts to provide removed COUNTY Content to COUNTY to maintain COUNTY's business process continuity.

4.6.5. If COUNTY Content is removed as part of the notice-and-takedown procedure provided by the Digital Millennium Copyright Act ("DMCA"), and COUNTY believes such COUNTY Content was wrongly removed as a result of a copyright infringement notice, COUNTY may notify NextRequest as provided in section 6.3 of the Terms of Service.

5. **COUNTY Representations and Warranties.** COUNTY represents, warrants, and covenants that:

5.1. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation;

5.2. It has the legal right and authority to enter into and perform its obligations under this Agreement;

5.3. The execution and performance of this Agreement will not conflict with or violate any provision of any applicable federal, state, or municipal law, regulation, or ordinance;

5.4. This Agreement, when executed and delivered, will constitute a valid and binding obligation will be enforceable against COUNTY in accordance with its terms;

5.5. It has all necessary rights in the COUNTY Content to permit COUNTY's use of the Service and to grant the licenses contained in this Agreement without infringing the Intellectual Property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound;

5.6. COUNTY has the legal right and authority to provide COUNTY Content to NextRequest, and to make such COUNTY Content and Requester Content publicly available through the Service.

5.7. COUNTY's disclosure to the Services of any COUNTY Content or Requester Content will not violate any third-party Intellectual Property Rights or privacy rights.

6. **Fees and Invoicing.**

6.1. **Fees, Invoicing.** COUNTY will pay all fees stated in the Order Form within 30 days of receiving an invoice from NextRequest.

6.2. **Expenses.** If COUNTY purchases Hourly Services, COUNTY will reimburse NextRequest for all ordinary and necessary expenses incurred in connection with the performance of the Hourly Services, including travel-related expenses. All travel will be pre-approved by COUNTY.

6.3. **Taxes.** COUNTY is responsible for any taxes that may be due as a result of this Agreement, except for taxes on NextRequest's net income. Taxes payable by COUNTY will be billed as separate items on NextRequest's invoices and will not be included in NextRequest's fees. If COUNTY claims a tax exemption, COUNTY must provide documentation of the exemption to NextRequest at the time of COUNTY order.

7. **Confidential Information**

7.1. **Duty to Protect Confidential Information**. Each Party will exercise the same degree of care and protection with respect to the Confidential Information of the other Party that it exercises with respect to its own Confidential Information, at least a reasonable degree of care. A Party will not use the Confidential Information of the other Party except as permitted by this Agreement. Notwithstanding the foregoing either Party may disclose the other's Confidential Information to its employees and agents who have a need to know for the Purpose, provided that any agent to which Confidential Information is disclosed is bound by non-disclosure terms at least as protective as those in this Agreement.

7.2. **Return of Confidential Information**. Unless otherwise authorized, upon the earlier of termination of this Agreement or request by the other Party, each Party will promptly return or, subject to Section 3.7 and any applicable law, destroy all Confidential Information disclosed to it by the other Party and provide certification that all such Confidential Information has been returned or destroyed.

7.3. **Notification Obligation**. If a Party becomes aware of any unauthorized use or disclosure of the Confidential Information of the other Party, it will make commercially reasonable efforts that are consistent with applicable law to notify the other Party of the unauthorized use or disclosure and assist in seeking a protective order or other appropriate remedy.

8. **Publicity. In the event that COUNTY has indicated a Publicity Contact on the Order Form,** NextRequest will request COUNTY's consent to use COUNTY's name and logo in NextRequest promotional or marketing materials by contacting the COUNTY Publicity Contact. If COUNTY does not respond to NextRequest's request within fourteen (14) days, or declines to identify a Publicity Contact, COUNTY agrees that NextRequest may publicly disclose COUNTY's use of the Service and may use COUNTY's name and logo to identify COUNTY as its COUNTY in promotional or marketing materials, including press releases.

9. **Term and Termination**
   9.1. **Term**. The term of this Master Service Agreement begins upon fully executed by both parties and continue for sixty (60) months, unless terminated earlier upon thirty (30) days written notice served NextRequest stating the extend and effective date of termination. The term of services shall be as stated in the Order Form.

   9.2. **Termination for Convenience**. COUNTY may terminate for convenience at any time upon 30 days' written notice to NextRequest ~~but~~ will ~~not~~ be entitled to 50% refund of fees for any unused portion of the Service or unused Hourly Services.

   9.3. The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify NextRequest in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

   9.4. **Termination for Breach.** Either Party may terminate the Agreement for breach if the other Party materially fails to meet any obligation stated in the Agreement and does not remedy that failure within thirty (30) days of written notice from the nonbreaching Party describing the failure.

   9.5. **Effect of Termination**. Upon expiration or termination of this Agreement for any reason, all licenses and rights to use the Service granted to COUNTY shall terminate immediately, and COUNTY shall immediately cease all use of the Service. If COUNTY has paid in advance for Service, and this Agreement terminates due to material breach of this Agreement by NextRequest, NextRequest shall refund COUNTY a prorated amount of any amount already paid. Upon termination by COUNTY for convenience or due to material breach by COUNTY, in addition to any remedy provided in this Agreement or provided in law or equity, NextRequest shall be entitled to retain any amounts already paid. The following terms will survive expiration or termination of the Agreement: Sections 3, 4, 6, 7, 8, 11, 12, and 13 as well as all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

10. **Changes to Services**. In order to improve the Service, NextRequest may change, upgrade, patch, enhance, or fix any or all of the Service ("Updates") from time to time in order to provide the Service, and such Updates will become part of the Service and subject to this Agreement; provided that Next Request shall have no obligation under this Agreement or otherwise to provide any such Updates. COUNTY understands that NextRequest may cease supporting old versions or releases of the Service at any time; provided that NextRequest will make commercially reasonable efforts to give COUNTY prior notice of any major changes to the Service.

11. **Intellectual Property Infringement and Indemnification**

    11.1. **NextRequest's Obligations for IP Infringement**. If any action is instituted by a third party against COUNTY based upon a claim that any part of the Service (an "Infringing Item"), infringes any Intellectual Property right, NextRequest's sole obligation will be at its option and expense to (a) procure for COUNTY the right to continue using the Infringing Item, (b) replace or modify the Infringing Item so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate this Agreement and COUNTY's access to the Service, in which case NextRequest shall refund a prorated amount of any amounts paid for which Service have not yet been received. NextRequest shall have no liability to COUNTY for any infringement action to the extent such action arises out of a breach of the terms and conditions of this Agreement by COUNTY or of the use of the Service (or any component part thereof) after it has been modified by COUNTY without NextRequest's prior written consent. This Section 12.1 states NextRequest's sole liability to COUNTY, and COUNTY's exclusive remedy against NextRequest for infringement claims.

    11.2. **COUNTY's Indemnification of NextRequest**. Unless prohibited under applicable law given COUNTY's status as a public entity, COUNTY agrees to defend, indemnify and hold harmless NextRequest and its affiliates and their respective directors, officers, employees, and agents from and any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment, or proceeding relating to or arising out of: (a) COUNTY's breach of this Agreement, including without limitation of any of COUNTY's warranties or representations or NextRequest's Acceptable Use Policy or (b) any claim alleging that NextRequest has infringed or secondarily infringed on the intellectual property or proprietary right of a third party as a result of COUNTY Content or COUNTY's use of the Service, whether or not COUNTY was aware of the allegedly infringing conduct and whether or not the conduct is actually infringing.

12. **Disclaimers and Limitations on NextRequest's Liability**

    12.1. NextRequest is not responsible to COUNTY or any third party for unauthorized access to COUNTY Content or the unauthorized use of the Service unless the unauthorized access or use results from NextRequest's failure to meet its security obligations under this Agreement.

    12.2. **Disclaimer of Warranty**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND NEXTREQUEST MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEXTREQUEST MAKES NO REPRESENTATION OR WARRANTY (A) USE OF THE SERVICE WILL MEET CUTOMER'S REQUIREMENTS, (B) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) REGARDING THE ACCURACY OR RELIABILITY OF ANY CONTENT.

    12.3. **Limitation of Liability**. EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.4, IN NO EVENT WILL NEXTREQUEST OR ANY OF ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE FOR (a) LOSS OF GOODWILL OR REPUTATION; (b) EXCEPT AS EXPRESSLY PROVIDED IN THE SERVICE LEVEL AGREEMENT, USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF THE SERVICE; (c) COST OF REPLACEMENT GOODS OR SERVICES; OR (d) LOST REVENUES OR PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR

DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF NEXTREQUEST AND ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EXCEED 2X THE TOTAL AMOUNT ACTUALLY PAID BY COUNTY TO NEXTREQUEST UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT APPLICABLE LAW PROHIBITS THE FOREGOING LIMITATION OF LIABILITY, NEXTREQUEST'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW.

12.4. Nothing in this Agreement limits or excludes either Party's liability for its gross negligence or willful misconduct.

13. **General**

13.1. **State Agency Piggybacking**. NextRequest agrees to allow COUNTY and other public agencies in the State of California to purchase additional items, at the same terms and conditions as this Agreement, excluding pricing and term length, and services to be provided, which will be separately agreed upon NextRequest in a mutually executed Order Form.

13.2. **Governing Law**. Unless otherwise mutually agreed by the Parties in an Order Form, this Agreement will in all respects be governed by and construed and enforced in accordance with the laws of the State of California, without respect to conflict-of-laws principles.

13.3. **Arbitration**. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Riverside, California. Upon receipt of notice of any dispute to be settled by binding arbitration, the American Arbitration Association will use its best efforts to appoint a single arbitrator within 30 days after receipt of such notice.

13.4. **Arbitration Award**. The arbitrator will not have the authority to award exemplary or punitive damages to any injured party. A decision by the arbitrator will be final and binding. Judgment may be entered on the arbitrator's award in any court having jurisdiction, and such award will not be appealable.

13.5. **Notice**. Written notice by either Party to the other may be given: (i) in person, and such notice will be deemed valid on the date of delivery in person; or (ii) by email to the Party contact identified in the Order Form, and such notice will be deemed valid as of the proof of mailing date.

13.6. **Assignment**. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety, without consent of the other Party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. NextRequest may use Service Providers to perform all or any part of the Service, but NextRequest remains responsible to COUNTY under this Agreement for Service performed by its Service Providers to the same extent as if NextRequest performed the Service itself.

13.7. **Force Majeure**. Neither Party will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond either Party's control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

13.8. **Modifications**. Unless otherwise expressly permitted in this Agreement, the Agreement may be amended only by a formal written agreement signed by both Parties. An Order Form may be amended to modify, add, or remove services by mutual written agreement of the Parties, agreement by email being sufficient. Any terms on COUNTY's purchase order or other business forms by which COUNTY orders or pays for Service will not become part of this Agreement.

13.9. **Entire Agreement**. The Agreement, together with the Order Form, Terms of Use and Privacy Policy, constitutes the complete and exclusive agreement between the Parties regarding the Service and supersedes and replaces any prior understanding or communication, written or oral. COUNTY acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of NextRequest which is not set out in the Agreement.

13.10. **Precedence**. If there is a conflict between the Order Form and this Agreement, then this Agreement will control.

13.11. **Unenforceable Provisions**. If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part will be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the Parties underlying the Agreement.

13.12. **No Waiver**. Each Party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.

13.13. **No Partnership**. The relationship between the Parties is that of independent contractors and not business partners. Neither Party is the agent for the other, and neither Party has the right to bind the other to any agreement with a third party.

13.14. **No Third-party Beneficiaries**. There are no third-party beneficiaries to this Agreement.

13.15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered a legal original for all purposes.

14. Hold Harmless/Indemnification

14.1 NextRequest shall indemnify 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 any liability, action, claim or damage whatsoever, based or asserted upon any services of NextRequest, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. NextRequest shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

14.2 With respect to any action or claim subject to indemnification herein by NextRequest, NextRequest 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 NextRequest indemnification to Indemnitees as set forth herein. COUNTY shall fully cooperate with NextRequest in the course of any such defense, including, without cost, providing resources, information and individuals deemed reasonably necessary by NextRequest to effectively defend any such action.

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

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

15. Insurance

15.1 Without limiting or diminishing the NEXTREQUEST'S obligation to indemnify or hold the COUNTY harmless, NextRequest 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 Master Agreement. As respects to the insurance section only, the COUNTY 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.

A. Workers' Compensation:

If NextRequest has employees as defined by the State of California, NextRequest 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.

B. 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 NextRequest's performance of its obligations hereunder. Policy shall name the COUNTY 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.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then NextRequest 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 COUNTY as Additional Insureds.

D. Insurance Requirements for IT Contractor Services:

1) NextRequest shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the NextRequest, its agents, representatives, or employees. NextRequest shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

2) 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 NextRequest 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.

3) If NextRequest maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by NextRequest. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

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

3) NextRequest shall cause NextRequest'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 Master 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. NextRequest shall not commence operations until the COUNTY 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 NextRequest's insurance shall be construed as primary insurance, and the COUNTY'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 Master 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 Master Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Master Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by NextRequest has become inadequate.

6) NextRequest shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Master Agreement.

7) The insurance requirements contained in this Master Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) NextRequest 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 Master Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Master Agreement.

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

By: _____

Name: Richard Hai

Title: Senior Procurement Contract Specialist

Dated: 06/01/2022

APPROVED AS TO FORM:

County Counsel

By: _____

Kristine Bell-Valdez,
Supervising Deputy County Counsel

NextRequest Co,
a Delaware corporation authorized to conduct business in the State of California

By: _____

Name: Robert Sydnor

Title: COO

Dated: 6/1/2022

NextRequest
Service Level Agreement

This Service Level Agreement ("SLA") defines the support obligations of NextRequest Co., a Delaware corporation ("NextRequest") to COUNTY, a purchaser of NextRequest's service. The terms of this SLA are incorporated into and subject to the terms of the NextRequest Service Agreement. Capitalized terms not defined in this SLA shall have the meanings given to them in the NextRequest Service Agreement.

1. Service Guarantees

1.1 Availability. NextRequest provides hosting for the NextRequest service through a Service Provider ("Hosting Provider"), which does not make guarantees about uptime. Based on past performance, NextRequest anticipates 99.9% uptime of the application, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the COUNTY 24 hours in advance ("Uptime"). If NextRequest fails to meet the Uptime, the COUNTY will be eligible for credits as described in section 3.2.

1.2 Security. NextRequest takes the security of the COUNTY's data seriously and protects it according to the rigorous security practices described in our System Security Plan. The Hosting Provider utilizes certified data centers managed by Amazon, which implements industry-leading physical, technical, and operational security measures and has received ISO 27001 certification and Federal Information Security Management Act (FISMA) Moderate Authorization and Accreditation from the U.S. General Services Administration. If NextRequest becomes aware of any unauthorized access to its systems that poses any threat to the Service or the COUNTY's data, NextRequest will notify the COUNTY in writing of the issue no later than the close of the next Business Day after NextRequest learns of it.

1.3 Data Integrity. The Hosting Provider makes daily backups of COUNTYs' systems and data. Seven (7) daily backups and five (5) weekly backups are retained.

1.4 Location of Service. Service and COUNTY's data is hosted in the United States.

2. Service Request Process

2.1 Service Request Definition. A Service Request is any email, phone call, or in-app chat ticket sent to NextRequest by the COUNTY indicating support action is necessary or desired. This includes Bug reporting and COUNTY Support.

2.2 Severity Levels and Response Times. Each Service Request will be assigned a Severity Level by the party initiating the request. If NextRequest reasonably determines that the COUNTY has assigned an incorrect Severity Level to a ticket, NextRequest may assign a different Severity Level. The Severity Levels are defined below, along with the corresponding Initial Response Time within which NextRequest (or, in the case of Critical requests, our Hosting Partner) will respond to the COUNTY's request and begin work on the issue:

Severity Level (Priority)	Definition	Initial Response Time and Channel
Critical Service is inoperative	Service is inoperative, COUNTY's business operations or productivity are severely impacted with no available workaround, or a critical security issue exists.	2 hours during Business Days *(phone or email)*
Standard (High)	Service is operating but issue is causing significant disruption of COUNTY's business operations; workaround is unavailable or inadequate.	1 Business Day *(phone or email)*

Standard (Medium)	Service is operating and issue's impact on the COUNTY's business operations is moderate to low; a workaround or alternative is available.	1 Business Day *(email)*
Standard (Low)	Issue is a minor inconvenience and does not impact business operations in any significant way; little or no time sensitivity.	1 Business Day *(email)*

2.3 Standard Service Requests

2.3.1 Initiating Standard Service Requests. The COUNTY may initiate a Standard Service Request by opening a ticket via the NextRequest in-app chat system. NextRequest support team members or systems may also create tickets on the COUNTY's behalf in response to issues identified by monitoring systems.

2.3.2 Response and Resolution. Once NextRequest has responded to a Service Request, NextRequest will work during Business Hours with the COUNTY's representatives and, as needed, our Hosting Partner to resolve the problem or provide a workaround. NextRequest makes no guarantee regarding the time to resolve a Service Request, only that NextRequest will use the reasonable efforts described above.

2.4 Critical Service Requests

2.4.1 Initiating Critical Service Requests. The COUNTY may initiate a Critical Service Request by calling NextRequest directly at 833-698-7778 or emailing support@nextrequest.com. The COUNTY will be directed to leave contact information and a detailed description of the issue.

2.4.2 NextRequest's Response. NextRequest's support staff will contact the COUNTY within 2 hours during a Business Day of receiving the COUNTY's report of a Critical Service Request and will work continuously until the issue is resolved or a workaround is available. NextRequest will provide the COUNTY with regular updates until the issue is resolved and will coordinate with the COUNTY during Business Hours.

2.5 COUNTY Responsibilities. The COUNTY agrees to assist NextRequest as necessary to resolve Service Requests and to provide any information NextRequest reasonably requests, including information necessary to duplicate the issue. The COUNTY agrees to make available personnel capable of understanding and accurately communicating technical details necessary to enable NextRequest to review issues, and to assist NextRequest in diagnosing issues.

2.6 Bugs and Bug Reporting

2.6.1 Bug Definition. A Bug is defined as any issue where the NextRequest application does not function as intended. It is at the sole discretion of NextRequest staff to determine if an issue is classified as a Bug. None of the COUNTY's COUNTY Support hours will be deducted for reporting Bugs. The COUNTY may submit a Service Request in order to report a Bug.

2.7 COUNTY Support

2.7.1 COUNTY Support Definition. Staff time spent by NextRequest assisting the COUNTY or COUNTY's representatives after the Service Agreement has been signed is defined as COUNTY Support. This may include helping users with account creation, account log in, configuration, or understanding features. COUNTY Support hours exclude: bug reporting and related discussions and fixes; regularly scheduled check-ins with NextRequest staff as specified in the Order Form; and training sessions specified in the Order Form. The COUNTY may submit a Service Request in order to receive COUNTY Support.

3. Service Credits

3.1 Issuance. If NextRequest fails to meet the response time stated above, the COUNTY will be entitled to a credit of 2 Service hours for each hour during which the response time guarantee is not met, up to a total of 8 hours per incident. The COUNTY must request a credit in writing via a support ticket no later than 14 days following the occurrence of the event giving rise to the credit. Credits will be applied to invoices issued in the future.

3.2 Sole Remedy. The credits stated in this Agreement are the COUNTY's sole remedy in the event NextRequest fails to meet a guarantee for which credits are provided. If NextRequest fails to perform any obligation for which a credit is not provided, the COUNTY's sole remedy is to have NextRequest perform or re-perform the obligation, as applicable. The maximum total credit for failure to meet any guarantee during any calendar month shall not exceed one twelfth of the annual recurring fee for the Service.

3.3 Credits for Downtime. During the term of the contract, the Service will be operational and available at least 99.9% of the time in any calendar month, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the COUNTY 24 hours in advance. If NextRequest does not satisfy 99.9% uptime, the COUNTY will be eligible to receive the service credits described below. In order to receive service credits, the COUNTY must request the credit in writing via a support ticket within 30 days from the time the COUNTY becomes eligible to receive a service credit.

Monthly Uptime Percentage	Days of Service added to the end of the service term at no charge to COUNTY
99.9% to 99.0%	3
89.9.0% to 95.0%	7
< 94.9%	15

3.4 Extraordinary Events. The COUNTY is not entitled to a credit for downtime or outages resulting from denial-of-service attacks, hacking attempts, or any other circumstances that are not within our control.

3.5 No Credit in Breach. The COUNTY is not entitled to a credit if: (i) the COUNTY is in breach of the Agreement (including the COUNTY's payment obligations to NextRequest) at the time of the occurrence of the event giving rise to the credit, (ii) the event giving rise to the credit results from the COUNTY's prior breach of the Agreement, or (iii) to the extent our failure to meet an Initial Response Time guarantee results from the COUNTY's delay or failure to meet the requirements of Section 2.5 ("COUNTY Responsibilities") of this SLA.