

RFB 2023-048 Annual Contract for OnBase Maintenance and Support

		Award Requordit, Inc. Gurnee, IL HUB - No CO-OP - Yes					
		Year 1		Year 2		Year 3	
Description	Qty	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price
Integration for ESRI ArcGIS Server	1	\$ 1,865.93	\$ 1,865.93	\$ 2,005.87	\$ 2,005.87	\$ 2,156.31	\$ 2,156.31
Integration for Microsoft Outlook	1	\$ 932.97	\$ 932.97	\$ 1,002.94	\$ 1,002.94	\$ 1,078.16	\$ 1,078.16
Integration for SAP Exchange Infrastructure (XI)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Integration for Single Sign-On	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interactive Data Capture	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Mobile Access for Android	1	\$ 932.97	\$ 932.97	\$ 1,002.94	\$ 1,002.94	\$ 1,078.16	\$ 1,078.16
Mobile Access for iPad	1	\$ 932.97	\$ 932.97	\$ 1,002.94	\$ 1,002.94	\$ 1,078.16	\$ 1,078.16
Mobile Access for iPhone	1	\$ 932.97	\$ 932.97	\$ 1,002.94	\$ 1,002.94	\$ 1,078.16	\$ 1,078.16
Multi-User Server	1	\$ 1,492.75	\$ 1,492.75	\$ 1,604.70	\$ 1,604.70	\$ 1,725.05	\$ 1,725.05
Named User Licenses	5	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Office Business Application	9,999	\$ 0.28	\$ 2,799.72	\$ 0.30	\$ 2,999.70	\$ 0.32	\$ 3,199.68

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Description	Qty	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price
Unity Integration Toolkit	1	\$ 1,865.93	\$ 1,865.93	\$ 2,005.87	\$ 2,005.87	\$ 2,156.31	\$ 2,156.31
Virtual Print Driver	1	\$ 932.97	\$ 932.97	\$ 1,002.94	\$ 1,002.94	\$ 1,078.16	\$ 1,078.16
Web Server	1	\$ 1,865.93	\$ 1,865.93	\$ 2,005.87	\$ 2,005.87	\$ 2,156.31	\$ 2,156.31
Workflow Concurrent Client SL (1-20)	20	\$ 410.51	\$ 8,210.20	\$ 441.29	\$ 8,825.80	\$ 474.39	\$ 9,487.80
Workflow Named User Client SL	5	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
WorkView Concurrent Client SL (1-20)	10	\$ 279.89	\$ 2,798.90	\$ 300.88	\$ 3,008.80	\$ 323.44	\$ 3,234.40
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WorkView Concurrent Client SL (21-50)	20	\$ 242.56	\$ 4,851.20	\$ 260.76	\$ 5,215.20	\$ 280.31	\$ 5,606.20
All-Inclusive Hourly Rate for Remote Professional Services	100	\$ 175.00	\$ 17,500.00	\$ 175.00	\$ 17,500.00	\$ 175.00	\$ 17,500.00
Total by Year		\$138,016.88		\$147,043.48		\$156,735.43	
Bid Total		\$ 441,795.79					
Licenses Added December 1, 2022: Production Document Imaging (SUBS)	5	\$ 516.00	\$ 2,580.00	\$ 1,548.00	\$ 7,740.00	\$ 1,664.10	\$ 8,320.50
Total by Year with Added Licenses		\$140,596.88		\$154,783.48		\$165,055.93	
Bid Total with Added Licenses		\$ 460,436.29					



MASTER AGREEMENT

This Master Agreement ("**Agreement**") is entered into effect on March 1, 2023 ("**Effective Date**"), by and between Requordit, Inc., with an address at 1325 Tri State Pkwy, Suite 110, Gurnee, IL 60031 ("**Requordit**") and Tarrant County, TX, with an office at 200 Taylor Street, Fort Worth, TX 76102 ("**Client**").

WHEREAS, Requordit is in the business of providing Implementation Services, Professional Services, Training, Support and Maintenance Services and/or Managed Services, as well as providing Third-Party Products; and

WHEREAS, Client desires to engage Requordit to provide such Implementation Services, Professional Services, Training, Support and Maintenance Services, Managed Services and/or Third-Party Products as further described herein and in the applicable SOW, and Requordit desires to be so engaged.

THEREFORE, in consideration of the mutual agreements below, and intending to be legally bound, the parties agree:

1. Services

1.1 Services under Scopes of Work. Client is engaging Requordit to provide certain Implementation Services, Professional Services, Training, Support and Maintenance Services and/or Managed Services and/or Third Party Products (as defined in Article 10) as described in the relevant, duly executed scopes of work under this Agreement (hereinafter, "**SOWs**") and any exhibits attached thereto. "**Implementation Services**" means the implementation services provided by Requordit to Client as further described in an SOW, which may include implementation of certain Third-Party Products (as defined in Article 10) or services. "**Professional Services**" means the professional and/or consulting services provided by Requordit to Client as further described in an SOW, which may include providing professional services related to upgrades, consulting services and/or integrations of certain Third-Party Products or services. "**Training**" means the training services provided by Requordit to Client as further described in an SOW, which may include training related to the use of certain Third-Party Products or services. "**Support and Maintenance Services**" means the support and maintenance services provided by Requordit to Client as further described in an SOW, which may include updates, enhancements, support and maintenance services related to Third-Party Products, Requordit Materials (as defined in Section 3.2) and/or Work Product (as defined in Section 3.2). "**Managed Services**" means the managed services provided by Requordit to Client as further described in an SOW, which may include managed services related to Third-Party Products or services. "**Services**" means collectively Implementation Services, Professional Services, Training, Support and Maintenance Services and Managed Services. Neither party will have any obligation with respect to any draft SOW unless and until it is executed by the parties. Except as otherwise provided herein, if any of the terms and/or conditions of this Agreement conflict with any of the terms and/or conditions of any SOW, the terms and/or conditions of such SOW will control solely with respect to the Services covered under such SOW. From time to time during the term of an SOW, Client may issue a purchase order to Requordit requesting additional Services and/or Third-Party Products under such SOW. In the event Requordit agrees to provide such additional Services and/or Third-Party Products, then Requordit will issue an invoice to Client for such Services and/or Third-Party Products, and the Services and/or Third-Party Products shall be governed by terms in the applicable SOW and this Agreement (and, where applicable, the agreement between Client and the applicable provider of the Third-Party Products).

1.2 Cooperation. At all times during the Term (as defined in Section 5.1), Client shall promptly and fully cooperate with Requordit, and shall promptly make competent, qualified personnel available to assist and answer questions of Requordit, as necessary and appropriate and as reasonably requested by Requordit. Requordit shall bear no liability and/or otherwise be responsible for delays in the provision of the Services or any portion thereof occasioned by Client's failure to timely provide information requested by Requordit. Requordit shall not be liable for failure to perform any of its obligations, including without limitation satisfaction of the time deadlines set forth in the applicable SOW, where Requordit is unable to perform, and/or its performance is delayed, solely due to the actions or inactions of Client including, but not limited to, Client's failure to meet its project deadlines, to fulfill the Client obligations set forth in any SOW and/or to provide necessary information and/or adequate working conditions, including, without limitation, equipment, space, personnel and/or technical support. Client is solely and exclusively responsible for



obtaining, installing, maintaining, and supporting, at its sole expense, such hardware, software, telecommunications capabilities, and other technology (specifically including responsibility for providing appropriate personal computers, 'Internet' browser software, telecommunications lines, and a current account with an 'Internet' service provider) as are necessary for it to use the Third-Party Products, Requordit Materials and/or Work Product.

2. Confidentiality

2.1 **Confidential Information.** During the term of this Agreement, the parties may have access to certain information that is not generally known to others and marked as confidential including any and all information relating to the party and its business including without limitation: its business, legal, and operational practices, financial, technical, commercial, marketing, competitive advantage or other information concerning the business and affairs, partnerships and potential partnerships, business model, fee structures, employees, Customer information, funding opportunities, metrics, know-how, systems, procedures and techniques that has been or may hereafter be provided or shown to the other party, regardless of the form of the communication and the terms and conditions of this Agreement (collectively, the "**Confidential Information**"). The party disclosing Confidential Information shall be referred to herein as the "**Disclosing Party**" and the party receiving Confidential Information shall be referred to herein as the "**Receiving Party**".

2.2 **Obligations.** The Receiving Party will keep the Confidential Information confidential, and may disclose the Confidential Information to its officers, directors, employees, agents and subcontractors (and their employees) ("**Representatives**") who have a need to know such Confidential Information solely in connection with this Agreement. The Receiving Party will cause such Representatives to comply with this Agreement and will assume full responsibility for any failure to comply with the terms and conditions of this Agreement. The Receiving Party will not transfer or disclose any Confidential Information to any third party without the Disclosing Party's prior written permission and without such third party having a contractual obligation (consistent with this Article 2) to keep such Confidential Information confidential. The Receiving Party will not use any Confidential Information for any purpose other than to perform its obligations under this Agreement.

2.3 **Exclusions.** Confidential Information does not include information that: (i) is obtained by the Receiving Party from the public domain without breach of this Agreement and independently of the Receiving Party's knowledge of any Confidential Information; (ii) was lawfully and demonstrably in the possession of the Receiving Party prior to its receipt from the Disclosing Party; (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; and/or (iv) becomes known by the Receiving Party from a third party independently of the Receiving Party's knowledge of the Confidential Information and is not subject to an obligation of confidentiality.

2.4 **Legal Requirements.** If the Receiving Party is requested or required to disclose any of the Disclosing Party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "**Legal Requirement**"), the Receiving Party will, if lawfully permitted to do so, provide prompt notice of such Legal Requirement to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the Disclosing Party is not successful in obtaining a protective order or other appropriate remedy and the Receiving Party is legally compelled to disclose such Confidential Information, or if the Disclosing Party waives compliance with the provisions of this Agreement in writing, the Receiving Party may disclose, without liability hereunder, such Confidential Information solely to the extent necessary to comply with the Legal Requirement.

2.5 **Notice.** In the event that the Receiving Party learns or has reason to believe that Confidential Information has been disclosed or accessed by an unauthorized party, the Receiving Party will immediately give notice of such event to the Disclosing Party.

2.6 **Disposition of Confidential Information on Termination.** Upon termination of this Agreement or upon the Disclosing Party's written request, the Receiving Party will return to the Disclosing Party all copies of Confidential Information already in the Receiving Party's possession or within its control. Alternatively, with Disclosing Party's prior written consent, the Receiving Party may destroy such Confidential Information; provided that the Confidential Information is (i) destroyed in accordance with applicable law, rule or regulation and (ii) is rendered unreadable, undecipherable and otherwise incapable of reconstruction, in which case an officer of the Receiving Party will certify in writing to the Disclosing Party



that all such Confidential Information has been so destroyed. Confidential Information contained in the Receiving Party's system-backup need not be returned or destroyed so long as such backup is maintained in confidence in accordance with the terms and conditions set forth herein.

2.7 **Remedies.** Each party agrees that the Disclosing Party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

3. **Ownership**

3.1 **Client Content.** During the Term of this Agreement, Client hereby grants Requordit an irrevocable, worldwide, non-exclusive, royalty-free license to view, reproduce, publish, modify, copy, use, distribute, transmit and/or display the Client Content solely as necessary to provide the Services. Client represents and warrants that all Client Content is owned by Client or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for Requordit to use the Client Content in connection with the Services. Client and its licensors retain title, all ownership rights, and all IP (as defined in Section 3.2) rights, in and to the Client Content, and reserve all rights not expressly granted to Requordit hereunder. **"Client Content"** means any elements of text, graphics, images, photos, designs, artwork, logos, trademarks, service marks, data, software and other materials or content which Client provides in connection with any Services.

3.2 **Requordit Materials.** Requordit retains all right, title and interest in and to all trademarks, service marks, and trade names owned or licensed by Requordit, and no right, title and/or interest in or to Requordit's trademarks, service marks, and/or trade names is granted to Client hereunder. All uses of Requordit's trademarks, service marks, and/or trade names shall inure solely to the benefit of Requordit or its licensors. Requordit shall have exclusive title and ownership rights, including all IP rights, throughout the world in all Work Product. **"IP"** means all intellectual property including without limitation all patents, inventions, trademarks, service marks, trade names and trade dress, copyrights and copyrightable works, trade secrets, know-how, design rights and database rights. All works, materials, software, documentation, methods, apparatus, systems and the like prepared, developed, conceived, or delivered as part of or in connection with the Services, and all tangible embodiments thereof, shall be considered **"Work Product"**. Requordit and/or its licensors retain, and shall have, on an exclusive basis, all right, title and interest, and all IP rights, throughout the world in and to any and all Requordit Materials. **"Requordit Materials"** means, in any form or media, any software (in source code or object code format) libraries, tools, products, training materials, algorithms, subroutines, applets, know-how, ideas, techniques, architecture, methodologies, concepts, trade secrets and other proprietary information, any other derivative works, and records or documentation of each of the foregoing, that were owned and/or licensed by Requordit prior to entering into the applicable SOW as well as anything authored, conceived and/or developed after entering into the applicable SOW including without limitation any materials, documentation, methods, processes, and the like developed, conceived or delivered as part of or in connection with the Services (excluding Client Content). Subject to the terms and conditions set forth herein and in the applicable SOW, and subject to Requordit's receipt of payment in accordance with the terms and conditions of this Agreement and the applicable SOW, Requordit hereby grants to Client a limited, non-exclusive, perpetual (except as set forth herein), worldwide, non-transferable license for Client to use the Requordit Materials and Work Product for its internal purposes and to enable the full use and/or benefit of the Services. No right is granted to Client hereunder to (or to authorize others to) permit, authorize, license and/or sublicense any third party to view and/or use the Requordit Materials, Work Product and/or sell, distribute and/or otherwise transfer the Requordit Materials and/or Work Product. Except as expressly permitted in this Agreement and/or any SOW, Client may not and shall not, directly or indirectly, without the express, prior written consent of Requordit (i) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Requordit Materials and/or Work Product in whole or in part; (ii) make any derivative works based on the Requordit Materials and/or Work Product; (iii) lease, sublicense, rent, lend, timeshare, distribute, transfer or assign the Requordit Materials and/or Work Product or any portion thereof to any third party without the prior written authorization of Requordit; (iv) use the Requordit Materials and/or Work Product in violation of applicable laws; (v) use and/or permit the use of, reproduce and/or otherwise duplicate, disclose, modify and/or encumber any Requordit Materials and/or Work Product, or any portion thereof, (vi) merge any Requordit Materials and/or Work Product or any portion thereof with any other program and/or materials (except as expressly permitted in an SOW), (vii) access the Requordit Materials and/or Work Product in order to build a similar product or competitive product, (viii) take any action that



materially interrupts and/or interferes with, or that might reasonably have been expected to materially interrupt and/or interfere with, the Requordit Materials and/or Work Product, and/or (ix) permit any other person and/or entity to engage in any of the foregoing conduct. Notwithstanding anything herein to the contrary, Requordit reserves the right, without liability to Client, to disable or suspend the Client's access to and/or use of the Requordit Materials, Work Product and/or Third-Party Products in the event (a) of any breach or anticipated breach of this Agreement and/or SOW, (b) Client and/or its users' use of the Requordit Materials and/or Work Product and/or Third-Party Materials may disrupt and/or pose a security risk, may harm Requordit's systems and/or any provider of any third-party services and/or may subject Requordit and/or any third party to liability, (c) Client and/or its authorized users are using the Requordit Materials and/or Work Product and/or Third-Party Materials for fraudulent and/or illegal activities, and/or (d) Requordit's continued provision of any of the Requordit Materials and/or Work Product and/or Third-Party Materials to the Client and/or its users is prohibited by applicable law. Client shall not use the Requordit Materials and/or Work Product and/or Third-Party Materials in any manner not specifically permitted hereunder.

4. Fees

4.1 **Fees, Taxes and Expenses.** In consideration of the provision of the Services described herein and/or in any SOW, Client agrees to pay Requordit the fees set forth in the duly executed SOW. The fees reflected in such SOW(s) shall be in U.S. dollars.

4.2 **Invoices.** Unless otherwise agreed in a SOW, Requordit will provide Client with an invoice for fees that become due hereunder and each invoice shall be due and payable by Client within thirty (30) days from Client's receipt of such invoice. Invoices submitted by Requordit to Client are deemed accepted and approved unless disputed by Client in accordance with the terms and conditions set forth herein.

4.3 **Late Payments.** If the Client does not make payment on or before the date on which it is due to be paid, interest will be due and payable in accordance with Texas Government Code Chapter 2252, The Texas Prompt Payment Act, . Notwithstanding anything herein to the contrary, Requordit may, in its sole discretion, suspend Services and/or Third-Party Products upon notice to Client if Client is past due on payments due hereunder until payment is made in full without incurring any liability and/or waiving any right established hereunder and/or by law. In the event Requordit suspends Services and/or Third-Party Products, Client shall be liable to pay Requordit a reinstatement fee, as determined by Requordit. All fees due and payable by the Client to Requordit under this Agreement must be paid in full without any deduction, set-off, counterclaim or withholding of any kind unless required by law.

4.4 **Invoice Dispute Process.** If Client has a bona fide dispute in relation to any portion of the fees invoiced, Client must pay all invoiced fees and shall provide notice to Requordit in writing within thirty (30) days from the date of the invoice setting forth the details surrounding such good faith dispute. The parties shall discuss the disputed fees within fifteen (15) calendar days of the date of such notice. If the dispute is not resolved within such time period, then either party may at any time thereafter submit such dispute to a court of competent jurisdiction as set forth herein. When the dispute is resolved, (a) if a payment is owed to Requordit, such payment shall be made within thirty (30) business days of the resolution of such dispute or (b) if an amount is owed to Client, Requordit, in its sole discretion, shall either (i) credit such amount to Client's account within twenty (20) calendar days of the resolution of such dispute (or within such other timeframe as mutually agreed upon by the parties in writing), or (ii) apply a pro-rated credit to Client's account for the remainder of the then-current Term. For avoidance of doubt, all negotiations pursuant to this Section 4.4 shall be treated as confidential compromise and settlement negotiations. Nothing said or disclosed, nor any document produced, in the course of such negotiations which is not otherwise independently discoverable shall be disclosed to any third party nor offered or received as evidence or used for impeachment or for any other purpose in any current or future arbitration or litigation. Client waives the right to dispute any fees not disputed within thirty (30) days from the date of the applicable invoice.

5. Term

5.1 **Term.** This Agreement shall commence on the March 1 2023 and will continue for a period of 1 year thereafter, unless terminated earlier in accordance with this Agreement ("**Initial Term**"). Thereafter, the County will have the option to renew for two (2) additional twelve (12) months periods ("**Renewal Terms**"). The Initial Term and Renewal Terms shall collectively be referred to herein as the "**Term**".

5.2 **SOWs.** The Services will commence on March 1, 2023 , unless otherwise terminated earlier in accordance with the terms of such SOW and/or this Agreement.



6. Termination

6.1 **Termination for Breach.** If a party materially breaches this Agreement and/or any SOW (the "Defaulting Party"), and the Defaulting Party does not cure such breach within thirty (30) days after its receipt of written notice of material breach from the non-defaulting party, then the non-defaulting party may terminate this Agreement and/or the relevant SOW upon written notice to the Defaulting Party. Termination of an SOW and/or this Agreement will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement or at law or in equity.

6.2 **Termination for Convenience.** Either party may terminate this Agreement and/or any SOW at any time and for any reason upon 30 days prior written notice to the other party.

6.3 **Effect of Termination.** Upon termination, Client will pay all outstanding fees, charges and expenses incurred through the effective date of termination and all fees and costs owed related to applicable Third-Party Products. In the event Requordit terminates this Agreement and/or any SOW pursuant to Section 6.1, the Client's right and license to use the Requordit Materials and Work Product shall automatically cease and Client shall immediately return to Requordit all Requordit Materials, Work Product and IP related to such terminated Agreement and/or SOW.

7. Representations & Warranties

7.1 **Representations and Warranties of Both Parties.** Each party represents and warrants that it (i) is a duly organized, validly existing and in good standing under the laws of the State of organization; (ii) has the power and authority to enter into this Agreement; and (iii) has full authority and sufficient rights to grant and convey the rights granted to the other party under this Agreement.

7.2 **Representations and Warranties of Requordit.** Requordit warrants that Services will be performed in a good and workmanlike manner in accordance with applicable industry standards and practices. Client's sole and exclusive remedy and Requordit's sole and exclusive liability for any breach of the warranty set forth in this Section 7.2 shall be for Requordit to re-perform the Services at no cost to Client. This sole and exclusive remedy is available only if Requordit is promptly notified in writing within thirty (30) days of the performance of such Services that do not conform to the warranty set forth in this Section 7.2. For avoidance of doubt, this Section shall not be deemed to limit either party's rights or remedies under any other Section of this Agreement.

7.3 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY SOW, THE SERVICES, THIRD-PARTY PRODUCTS, REQUORDIT MATERIALS AND WORK PRODUCT ARE PROVIDED "AS-IS". EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR SOW, REQUORDIT, ITS AFFILIATES AND/OR LICENSORS MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability

REQUORDIT'S TOTAL AND CUMULATIVE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY SOW SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT TO REQUORDIT UNDER THE APPLICABLE SOW THAT GAVE RISE TO SUCH CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND/OR ANY SOW, IN NO EVENT WILL REQUORDIT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnification

9.1 **Requordit Indemnification Obligations.** Requordit shall indemnify, defend and hold harmless Client and its officers, directors, employees, contractors and agents against any damages awarded in respect of any claims, judgments, actions, suits, proceedings, demands, liabilities, costs, losses, damages and expenses (including reasonable attorneys' fees and experts' fees and expenses as well as interparty damages caused by Requordit or third parties) arising out of or relating to any third party claim that the Requordit Materials or Work Product constitute an infringement, violation, trespass, contravention or breach in the United States of any patent, copyright, trademark, license or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party



("Infringement Claim"). The indemnity in this Section 9.1 shall not apply (i) to an Infringement Claim arising from any modification of the Requordit Materials or Work Product, and/or from the use of the Requordit Materials or Work Product in combination with any other items not provided by Requordit, to the extent such modification and/or use in combination resulted in the Infringement Claim and/or (ii) if such Infringement Claim results from any breach of the Client's obligations under this Agreement, and/or the use of the Requordit Materials or Work Product other than in connection with this Agreement, and/or in a manner not reasonably contemplated by this Agreement. In the event of an Infringement Claim, Requordit shall be entitled at its own expense and option to either (a) procure the right for the Client to continue utilizing the Requordit Materials or Work Product which are at issue; (b) modify the Requordit Materials or Work Product to render such Requordit Materials non-infringing; or (c) replace the Requordit Materials or Work Product with an equally suitable, functionally equivalent, compatible, non-infringing IP.

9.2 Client Indemnification Obligations. To the extent permitted by the laws and Constitution of the State of Texas, Client shall indemnify, defend and hold harmless Requordit and its affiliates and any of its officers, directors, employees, contractors and agents against any damages awarded in respect to any claims, judgments, actions, suits, proceedings, arising out of and/or relating to any third party claim (i) that the provision and/or utilization of any Client Content or any portion thereof constitutes an infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party; (ii) that Client is not in compliance with any applicable law, rule, regulation, order of any governmental (including any regulatory or quasi-regulatory) agency or contract, including any financial disclosure or encryption law; (iii) that is related to Client's unauthorized incorporation of any third party's IP rights with Requordit's Materials or Work Product; and/or (iv) that is related to Client's gross negligence or willful misconduct.

9.3 Notice and Defense. The indemnified party shall give notice to the indemnifying party of any claim immediately upon becoming aware of the same. The indemnified party shall give the indemnifying party the sole right to conduct the defense of any claim or action, or the negotiation of any settlement, in respect of a claim and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express written instructions of the indemnifying party. The indemnified party shall act in accordance with the reasonable instructions of the indemnifying party and gives the indemnifying party such assistance as it shall reasonably require in respect of the conduct of the said defense including without prejudice to the generality of the foregoing the filing of all pleadings and other court processes and the provision of all relevant documents.

9.4 Sole Remedy. This Article 9 sets forth the indemnified party's sole and exclusive remedy from the indemnifying party for any claim, demand, proceeding or action by a third party in relation to an Infringement Claim hereunder.

10. Third Party Products

Requordit may use third party products and/or services to perform the Services described herein and/or resell third-party products and/or services to Client ("**Third-Party Product(s)**") as further described in the applicable SOW. Requordit does not control, endorse, and/or adopt any Third-Party Products and Requordit is not liable for the performance of such Third-Party Products. Unless otherwise set forth in an SOW, Client's right to use the Third-Party Products shall be governed by an agreement between Client and the provider of such Third-Party Product and is not subject to the term and conditions of this Agreement, and Client shall be liable for all costs related thereto. Client acknowledges and agrees that, unless otherwise expressly agreed by the parties in an SOW, Client is solely responsible for the operation, supervision management, and control of the Third-Party Products including, but not limited to, providing training for its personnel, instituting appropriate security procedures, and implementing reasonable procedures to examine and verify all output before use. Furthermore, Client is solely responsible for its data and the database and is responsible for maintaining suitable backups of its data and database to prevent data loss. Requordit shall have no responsibility or liability for Client's selection or use of Third-Party Products. In the event Requordit is sublicensing or reselling Third-Party Products to Client hereunder, such Third-Party Products and additional related terms and conditions shall be set forth in the applicable SOW. Notwithstanding anything herein to the contrary, in the event a provider of a Third-Party Product requires Requordit to pass through certain terms, conditions or policies to the user of such Third-Party Product, Requordit will notify Client of such terms, conditions or policies and the foregoing shall be incorporated herein and in the applicable SOW entered into by the parties related to the Third-Party Product.



11. Force Majeure

Notwithstanding any other provision of this Agreement, neither party is liable for any failure to perform, or delay in performing, any particular obligations under this Agreement where the failure or delay arises from any cause or causes beyond its reasonable control, including without limitation fire, flood, earthquake, elements of nature, epidemics, communication line failures, power failures, acts of God, acts of war, terrorism, riots, civil disorders or rebellions ("**Force Majeure Event**"). In the event of a Force Majeure Event, the parties agree to meet and discuss how to resolve the issue. This Section does not apply to Article 2, or any obligation to pay money, or any obligation that is unaffected by the Force Majeure Event. For avoidance of doubt, in the event a party fails to perform its obligations as a direct result of a Force Majeure Event, such party shall not be deemed to be in breach of this Agreement during the duration of such Force Majeure Event.

12. Solicitation

Each party agrees not to hire the other party's employees or business partners during the Term of this Agreement and for a period of twelve (12) months thereafter without the other party's prior written consent. Notwithstanding the foregoing, either party may hire the other's Representatives who (i) respond to public advertisements or (ii) have not provided Services under an SOW for a period of at least one (1) year. In the event of a breach of this Article 12, the breaching party's sole and exclusive liability and the non-breaching party's sole and exclusive remedy shall be for the breaching party to immediately pay the non-breaching party an amount equal to fifty percent (50%) of the employee's first year salary.

13. Assignment

Client may not assign, as a result of a change of control or by operation of law or otherwise, its rights or obligations under this Agreement without the prior written consent of Requordit. This Agreement will be binding upon the parties and their respective legal successors and permitted assigns.

14. Notices

All notices and other communications given or made pursuant to this Agreement must be in writing, sent to the persons designated herein or to such other persons and addresses as the parties may designate from time to time and will be deemed to have been given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt

15. Governing Law, Choice of Forum and Arbitration

This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Texas, without regard to its choice of laws principles. Any action related to or arising from this Agreement shall take place exclusively in the courts situated in Tarrant County, TX and the parties hereby submit to the venue of the courts situated therein. Except for any claims and/or actions related to a breach or alleged breach of Articles 2, Article 3 and/or Article 9 (which may be brought in any competent court without the posting of a bond), any dispute, controversy or claim arising out of or relating to this Agreement and/or any SOW will be settled in the following manner (i) if the dispute is related to fees and payments, the parties will follow the process set forth in Section 4.4 and for other disputes the parties will meet to discuss and attempt to resolve the controversy or claim within thirty (60) days from the date the other party is notified about the dispute; (Notwithstanding anything herein to the contrary, the prevailing party in any action or proceeding related to this Agreement shall have the right to seek to recover costs and attorneys' fees from the other party.

16. General

Requordit is an independent contractor and will determine the method, details and means of performing the Services. No party shall have the authority to bind, represent or commit the other party. Nothing in this Agreement shall be deemed or construed to create a joint venture or agency relationship between the parties for any purpose. Nothing contained herein shall give or is intended to give any rights of any kind to



any third persons. No waiver of any of the terms of this Agreement and/or any SOW will be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement and/or SOW will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence. If any one (1) or more of the provisions of this Agreement and/or SOW are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement and/or SOW will be unimpaired and will remain in full force and effect. This Agreement, each SOW and any amendments thereto may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax, electronic or computer image shall be sufficient to bind the parties to the terms and conditions of this Agreement and any signature affixed hereto shall be considered for all purposes as originals. The parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification or third party verification will not in any way affect enforceability of the parties' electronic signature or any resulting agreement between Requordit and Client. The headings and titles of the paragraphs of this Agreement are not part of this Agreement, but are for convenience only and are not intended to define, limit or construe the contents of the provisions contained herein. The recitals are hereby incorporated into the body of this Agreement for all intents and purposes as if fully set forth herein. Any provision of this Agreement which, by its nature, would survive termination of this Agreement will survive any such termination of this Agreement. Tarrant County RFB 2023-048, Annual Contract for OnBase Maintenance and Support, the vendor's response to RFB 2023-048, this Agreement, any applicable SOW and exhibits attached thereto constitutes the complete agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties. The terms of Tarrant County RFB 2023-048, Annual Contract for OnBase Maintenance and Support, will control (unless otherwise expressly provided herein or otherwise in the Agreement).

17. Legal Compliance

Compliance with Laws. In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TARRANT COUNTY, TX

REQUORDIT, INC.

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

DocuSigned by:
David Wilding
CA369F0E0F95465...

David wilding

VP Sales

1/19/2023



SCOPE OF WORK NO. SO-9490

This Scope of Work No. SO-9490 ("**SOW**") is entered into and made effective as of March 1, 2023, by and between Requordit, Inc., with an address at 1325 Tri State Pkwy, Suite 110, Gurnee, IL 60031 ("**Requordit**") and Tarrant County, TX, with an office at 200 Taylor Street, Fort Worth, TX 76102 ("**Client**") and is made pursuant to the terms and conditions of the Master Agreement entered into between Requordit and Client (the "**Agreement**").

Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to such terms in the Agreement. If the terms and/or conditions of this SOW conflict with the terms and/or conditions of the Master Agreement, Tarrant County" RFB 2023-048, Annual Contract for OnBase Maintenance and Support, the vendor's response to RFB 2023-048, and/or with any other SOW, the terms and/or conditions of Tarrant County RFB 2023-048, Annual Contract for OnBase Maintenance and Support will control (unless otherwise expressly provided herein or in the Agreement) solely with respect to the Services performed under this SOW.

1. Description of Services

a. Description of Support and Maintenance Services and Timeline. Requordit will provide Client with the support and maintenance services described in Exhibit A attached hereto and incorporated herein (the "**Support and Maintenance Services**") in accordance with the timeline set forth therein.

b. Description of Third-Party Products. Requordit will provide Client with the following Third-Party Products:

Name of Third-Party Product: *Hyland Software – OnBase*



Included licenses

SKU or Description	Sales Item Description	Quantity
IAMPW1	Advanced Capture	1
Licensing Provided With Unity Client Server	Ad-Hoc Scanning	9999
Licensing Provided With Unity Client Server	Archival API	1
ARMPW1	Automated Redaction	1
BSMPW1	Bar Code Recognition Server	1
Licensing Provided With Advanced Capture	Batch Automated Indexing	1
OCMPW1	Batch OCR	1
CLMPW1	COLD/ERM	1
CTMPC2	Concurrent Client (101-200)	100
CTMPC1	Concurrent Client (1-100)	100
CMMP1	Configuration Migration Utility	1
SAMP1	Connector for use with SAP ArchiveLink Maintenance	1
DPMPW1	Document Import Processor	1
Licensing Provided With Records Management	Document Retention	1
Licensing Provided With Advanced Capture	Dynamic Advanced Capture	1
DMMP1	EDM Services	1
Licensing Provided With Workflow	E-Forms	1
Licensing Provided With SAP Integration	FIORI Extension for SAP ArchiveLink	1
IDMPC1	Full-Text Indexing Concurrent Client for Autonomy IDOL	5
IDMP1	Full-Text Indexing Server for Autonomy IDOL	1
Hyland Broker	Hyland Hosted Cloud Solution	1
Non-Chargeable	Hyland Identity Provider	1
EGMP1	Integration for ESRI ArcGIS Server	1
OUTMP1	Integration for Microsoft Outlook	1
Licensing Provided With SAP Integration	Integration for SAP Exchange Infrastructure (XI)	1
Licensing Provided With Single Sign-On for Microsoft Active Directory Federation Services (1)	Integration for Single Sign-on	1
Licensing Provided With Advanced Capture	Interactive Data Capture	1

SKU or Description	Sales Item Description	Quantity
OMMP1-ANDPH	Mobile Access for Android	1
OMMPW1-IPAD	Mobile Access for iPad	1
OMMP1-IPHON	Mobile Access for iPhone	1
OBMPW1	Multi-User Server	1
Non-Chargeable	Named User Licenses	5
OBAMP12	Office Business Application	9999
DIMPW1	Production Document Imaging (Kofax or Twain) (1)	1
DIMPW2	Production Document Imaging (Kofax or Twain) (2+)	18
DIIPW2_SUBS	Production Document Imaging (Kofax or Twain) (2+)	5
PBIA11-M	Publishing	1
APMPQ4	Query API (Additional block of 500 queries/hour) (OnBase Unity/Core)	1
APMPQ3	Query API (initial 500 queries/hour) (OnBase Unity/Core)	1
RIMP1	Records Management	1
PWMP1	Signature Pad Interface (TWAIN)	1
Licensing Provided With Single Sign-On	Single Sign-On for Microsoft Active Directory Federation Services (1)	1
Non-Chargeable	Unity Automation API	1
UNMP1	Unity Client Server	1
UFMP1	Unity Forms	1
UIMP1	Unity Integration Toolkit	1
PTMPC1	Virtual Print Driver	1
WTMPW1	Web Server	1
WLMPC1	Workflow Concurrent Client SL (1-20)	20
Licensing Provided With OnBase Online Admin	Workflow Named User Client SL	5
VLMP1	WorkView Concurrent Client SL (1-20)	10
VLMP1	WorkView Concurrent Client SL (1-20)	10
VLMP2	WorkView Concurrent Client SL (21-50) Maintenance	20

Client may request additional Services related hereto and/or additional licenses for the Third Party Product(s) identified herein by submitting a purchase order to Requordit as further described in the Agreement. Upon Requordit's acceptance of such purchase order and issuance of an invoice related thereto, the term related to the additional licenses or subscriptions for the Third-Party Product(s) shall be coterminous with the other licenses and/or subscriptions provided hereunder (unless otherwise agreed to by the parties in writing).

2. Fees and Payment Terms

A Support and Maintenance Fees and Payment Terms. In consideration of Requordit's performance of the Support and Maintenance Services identified herein, Client shall pay Requordit a fixed fee in the amount of \$140,596.88 for 2023, in the amount of \$154,783.48 for 2024 (optional), in the amount of \$165,055.93 for 2025 (optional) in advance in the amount based on the executed sales agreement.

B. Professional Services Fees and Payment Terms. In consideration of Requordit's performance of the Professional Services, Client shall pay Requordit at an hourly rate of One Hundred Seventy-Five Dollars (US\$175.00). Requordit will provide an invoice to Client for the Professional Services on a monthly basis in arrears and such invoice shall be due and payable by Client in accordance with the terms and conditions in the Agreement.

C. Premium Plan Fee and Payment Terms. Requordit shall provide 35 Premium Hours for use toward upgrades at no cost to the Client as a benefit of this SOW.



3. Term

The term of this SOW shall commence on the effective date detailed on the maintenance invoice and shall continue for a period of twelve (12) months thereafter, unless amended or terminated earlier in accordance with the terms and conditions of the Agreement and may be renewed for two (2) additional twelve (12) month periods.

4. Additional Terms

a. **Client Contact.** Client will provide a single point of contact that shall respond to requests in a timely manner and such contact shall be Narasimha R Bakthula will own the service from a Tarrant County technical point of view.

b. **Certification.** In the event Client does not have a staff member that is certified using the Third-Party Product(s), Client shall be required to receive Managed Services from Requordit as further described in a scope of work entered into between the parties related thereto.

IN WITNESS WHEREOF, the parties have caused this SOW to be signed by their duly authorized representatives as of the dates set forth below.

Tarrant County, TX

REQUORDIT, INC.

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

DocuSigned by:
David Wilding
CA369F0E0F95465...

David wilding

VP Sales

1/19/2023



EXHIBIT A:
SUPPORT AND MAINTENANCE SERVICES

a. **Description of Support and Maintenance Services.** Requordit will provide Client with routine maintenance and support services, which may include upgrade support and/or technical assistance in error correction related to the Third Party Product identified in the SOW, from 7:30am (cst) through 6:00pm (cst), excluding Saturday, Sunday and any holidays recognized in the United States (collectively, “**Business Hours**”) via telephone at 312-332-9200 x3 or e-mail at support@REQUORDIT.com; provided that Client pays Requordit the applicable fees related to the Support and Maintenance Services for the Third-Party Product as described herein and in the SOW. Any Support and Maintenance Services provided After Hours will be provided at Requordit’s then-current rates. “**After Hours**” means 6:01pm (cst) through 7:29am (cst), Saturday, Sunday and holidays recognized in the United States. In the event Requordit provides more than twenty five (25) hours of Support and Maintenance Services to Client for two (2) consecutive months, then Client acknowledges and agrees that Client will be required to enter into a scope of work with Requordit for Managed Services (as defined in the Agreement and further described in a scope of work entered into between the parties).

Client acknowledges that if it requests on-line support, then Client shall be required to provide a means for Client approved and/or authorized collaboration tools that allows the on-line support team to guide Client engineers in executing triage and troubleshooting steps compliant with Client access standards. All support policies and procedures are detailed in the Requordit’s help desk plan at <https://requordit.com/about-requordit/ClientServices.pdf>, which may be changed from time to time by Requordit in its sole and absolute discretion. Requordit will use commercially reasonable efforts to respond to Client during Business Hours within sixty (60) minutes from Requordit’s receipt of Client’s request. If Client contacts Requordit related to a critical issue, as determined by Requordit in its sole and absolute discretion, then Requordit shall use commercially reasonable efforts to respond to Client more quickly.

Requordit will track incidents and may be accessed by Client via Requordit’s client portal site at <https://access.requordit.com/>. In such portal, Client shall have the ability to view the status of pending requests in real time.

When contacting *Requordit regarding Support and Maintenance Services*, please provide the following information:

- Client name
- Contact name
- Phone number and email address
- A brief but as detailed as possible description of the issue:
 - Describe the urgency of the issue
 - Does this affect more than one workstation?
 - Are the network and servers that are part of the REQUORDIT Solution functioning properly?
- Product(s)
- Product version
- Operating System
- Operating System Build
- Operating System Service Pack

In order to maintain the integrity and proper operation of the Requordit Materials, Work Product and Third-Party Products (as applicable to the Services provided pursuant to the SOW), Client agrees to implement, in the manner instructed by Requordit, all error corrections, enhancements, or improvements provided to Client by Requordit hereunder. Client’s failure to do so may relieve Requordit of any responsibility or liability whatsoever for any failure or malfunction, but in no such event shall Client be relieved of the responsibility for the payment of any undisputed fees and charges due hereunder. To the extent applicable, Requordit



will provide Client with updates and enhancements to the Requordit Materials, Work Product and Third-Party Products generally made available to its other customers (as applicable). Notwithstanding anything herein or in the Agreement to the contrary, the Support and Maintenance Services do not include (i) any customizations developed by Requordit for Client, (ii) modifications required as a result of Client's acts or omissions, (iii) implementation of upgrades requested by Client, or (iv) for any modifications requested by Client, and the foregoing Services shall be provided at Requordit's then-current rates unless otherwise agreed upon in an SOW. If, during the provision of Support and Maintenance Services, Requordit determines that Professional Services are required to fix the issue, then the parties will work in good faith to enter into a scope of work to memorialize such Professional Services, fees and related terms and conditions.

b. **Support and Maintenance Services Term.** Requordit will commence the Support and Maintenance Services commencing on the date the Third-Party Product is activated within Client's system and shall continue thereafter until Client provides Requordit thirty (30) days prior written notice of its intent to terminate the Support and Maintenance Services; provided that Client pays Requordit the applicable fees for Support and Maintenance Services in accordance with the terms and conditions set forth in the SOW. Client may also elect to renew Support and Maintenance Services for some, but not all, of the Third-Party Products by paying the applicable pro-rata portions of the fees for Support and Maintenance Services during the timeframe the foregoing is provided by Requordit to Client. For the avoidance of doubt, termination of Support and Maintenance Services does not necessarily terminate the Client's right to use the Third-Party Product and such use rights are as set forth in the applicable Section in the SOW and the Agreement. In the event Client terminates all Support and Maintenance Services as to all of the Third-Party Products provided hereunder, Client shall pay Requordit for all undisputed accrued and unpaid fees due hereunder through the effective date of termination within thirty (30) days after the effective date of termination.

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



Information Technology
*Business First,
Technology Second*

1/9/2023

Chief Information
Officer
Chris Nchopa-Ayafor

Executive Assistant
to CIO
Cecilia Webb

Deputy CIO
Russell Scott

Project Portfolio
Management Office
Director
Adepeju Ajunwon

IT Service Delivery
Director
Carolyn J. Bogan

Network & Data
Center Infrastructure
Director
Anthony Jackson

Business Application
Development & Support
Director
Michael Webb

Information Security
Officer
Darren May

Gwen Peterson, C.P.M., A.P.P.
Senior Buyer
100 E. Weatherford Street, Suite 303
Fort Worth, Texas 76196

RE: RFB 2023-048, OnBase Maintenance and Support

Dear Ms. Peterson:

Based on the information provided in the RFB response, Tarrant County Information Technology Department approves award of RFB 2023-048 to Requordit Inc.

Sincerely,

A handwritten signature in cursive script that reads "Michael Webb".

Mike Webb
Business Application Development & Support Director

*Our vision is to be the best IT
organization in state and
local government within the
United States.*

200 Taylor Street
Fort Worth, TX 76196

Phone: 817.884.3888
Fax: 817.212.3060

www.tarrantcounty.com