

RFP 2022-175 Annual Contract for Forensic DNA and Laboratory Information Management Software
 Round 2 Scores

		Award	
Evaluation Criteria	Max Points	LabLynx, Inc. Smyrna, GA HUB - No	STACS DNA d/b/a InVita Healthcare Technologies Ottawa, ON HUB - No
		Score	Score
Specifications	200	113.17	155.67
Project Management & Implementation	100	60.00	75.00
References	200	67.00	173.00
Price	300	128.70	300.00
Demonstrations	200	113.67	150.83
Total Score	1000	482.54	854.50

Notes: LABVANTAGE Solutions, Inc. was deemed non-responsive for failure to sign Addendum 1.

RFP 2022-175 Annual Contract for Forensic DNA and Laboratory Information Management Software
 Round 1 Scores

Evaluation Criteria	Max Points	LabLynx, Inc. Smyrna, GA HUB - No	STACS DNA d/b/a InVita Healthcare Technologies Ottawa, ON HUB - No
		Score	Score
Specifications	600	363.83	457.17
Project Management & Implementation	100	66.67	73.33
Total Score	700	430.50	530.50

Notes: Vendors must score minimum of 350 out of 700 points to proceed to round 2 evaluation.
 LABVANTAGE Solutions, Inc. was deemed non-responsive for failure to sign Addendum 1.



OFFICE OF CHIEF MEDICAL EXAMINER AND FORENSIC LABORATORIES

200 Feliks Gwozdz Place • Fort Worth, Texas 76104
817.920.5700 phone • 817.920.5713 fax

Bradley Richards
Senior Buyer
Tarrant County Purchasing Department
100 E. Weatherford St., Suite 303
Fort Worth, Texas 76196-0104

January 17, 2023

Dear Mr. Richards,

The Tarrant County Medical Examiner's Office Criminalistics Laboratory recommends RFP 2022-175 to be awarded to STACS DNA d/b/a InVita Healthcare Technologies. The bid meets all specifications and is acceptable to the business.

Sincerely,

A handwritten signature in black ink that reads "Jody L. Klann".

Jody L. Klann
Crime Laboratory Director
Tarrant County Medical Examiner's Office



Information Technology
*Business First,
Technology Second*

01/19/2023

**Chief Information
Officer**
Chris Nchopa-Ayafor

Brad Richards
Senior Buyer
100 E. Weatherford Street, Suite 303
Fort Worth, Texas 76196

**Executive Assistant
to CIO**
Cecilia Webb

Deputy CIO
Russell Scott

RE: 2022-175, Annual Contract for Forensic DNA and Laboratory
Information Management Software

**Project Portfolio
Management Office
Director**
Adepeju Ajunwon

Dear Mr. Richards

**IT Service Delivery
Director**
Carolyn J. Bogan

Based on the information provided in the RFP response, Tarrant County
Information Technology Department approves award of RFP 2022-175 to
STACS DNA d/b/a InVita Healthcare.

**Network & Data
Center Infrastructure
Director**
Anthony Jackson

Sincerely,

01/19/2023

**Business Application
Development & Support
Director**
Michael Webb


Adepeju Ajunwon (Jan 19, 2023 12:56 CST)

**Information Security
Officer**
Darren May

Peju Ajunwon
Project Portfolio Management Office, 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

STACS Casework SaaS Agreement

Entered into between STACS DNA d.b.a. InVita Healthcare Technologies (STACS), a corporation duly incorporated under the laws of Ontario, having its principal place of business at 2255 St-Laurent Blvd., Suite 206, Ottawa, Ontario, Canada, (STACS) and the Tarrant County, Texas (County).

WHEREAS, STACS provides STACS Casework and related processing services on a hosted information technology environment utilizing a proprietary software system collectively referred to as the STACS Casework System; and

WHEREAS County desires to access and use such services and system and allow certain employees and agents to use said services, and STACS desires to provide such access and use, all on the terms and conditions of this Agreement.

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

1. DEFINITIONS

As used in this Agreement:

- 1.1 **"Agreement"** means this agreement, including the attached Schedules, as amended, supplemented or modified from time to time.
- 1.2 **"Authorized Users"** means the individuals employed by or acting for County who have been identified by County as being authorized users of the STACS Casework System and given a password to access the STACS Casework Services pursuant to this Agreement.
- 1.3 **"Confidential Information"** means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a Party (the "Disclosing Party") to the other (the "Receiving Party") that is marked or identified as confidential or that a reasonable person would consider as confidential, whether before or after the date of this Agreement, including, without limitation, information relating to the Disclosing Party's (or any of its affiliates', customers', agents' or employees') operations, processes, plans or intentions, product information, know-how, design rights, trade secrets and business affairs, but does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (ii) was within Receiving Party's possession on a non-confidential basis prior to its being provided to the Receiving Party by or on behalf of the Disclosing Party, (iii) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, or (iv) is independently developed by the Receiving Party without the use of the Disclosing Party's information.
- 1.4 **"Data"** means any information or data entered by Authorized Users into the STACS Casework System or collected by the STACS Casework System from County's Authorized Users.
- 1.5 **"Force Majeure Event"** has the meaning set forth in Section 6.4.

1.6 "Intellectual Property" means anything that is or may be protected by any intellectual property right including, but not limited to all rights of a person or entity in, to or arising out of or relating to: (i) any patent (or any similar right); (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights and registrations and applications therefor; (iv) trademarks (registered or not); (v) industrial drawings and (vi) any other proprietary rights anywhere in the worldworks (including computer programs), performances, discoveries, inventions, trade-marks, industrial designs, mask work and integrated circuit topographies.

1.7 "Modification" means any translation, abridgement, condensation, retrenchment, revision, correction, improvement, enhancements, customisations, expansion, addition, update, upgrade or other modification to the STACS Casework System or any portion thereof.

1.8 "Party" means either STACS or County. "Parties" means both of them.

1.9 "Person" means an individual, partnership, joint venture, corporation, Limited Liability Company, trust, unincorporated organization or other entity.

1.10 "Schedules" means Schedule A (Technical Support Services, Service Levels and Severity Levels)

1.11 "Site" means the server(s) located in the United States.

1.12 "Software" means any proprietary or third party software being part of the STACS Casework System.

1.13 "STACS Casework Services" means the functionality and data collecting and processing services provided by STACS through the Site, consisting of a sexual assault kit and inventory tracking management system, commercially known as STACS Casework.

1.14 "STACS Casework System" means the system hosted by or for the benefit of STACS utilizing proprietary and third party software and hardware to provide the STACS Casework Services, including any infrastructure of a third party to provide the STACS Services such as servers and premises owned by such third party.

1.15 "Term" has the meaning set forth in Section 12.1.

1.16 "Third Party Material" means any computer program, content or other Intellectual Property, or any part thereof, that is part of the STACS Casework System, to the extent that all or part of the Intellectual Property rights therein is owned by a Person other than STACS.

2. RIGHT OF ACCESS AND USE

Subject to the terms and conditions of this Agreement and to the payment of the fees, STACS undertakes to provide the STACS Casework Services to County. STACS hereby grants to County the non-exclusive right to access and use, and to grant to its Authorized Users, the right to access and use, the STACS Casework Services. The means through which access and use are granted by STACS shall be granted through the Internet. County will be provided with a username/password that provides access to the application server on which the STACS Casework Services applications reside.

3. SYSTEM USE

3.1 County shall use, and shall ensure that each Authorized User shall use, the STACS Casework System, and any associated electronic or written documentation relating thereto provided by STACS from time to time, solely for its own internal functions. Except as and only to the extent expressly permitted in this Agreement, County shall not permit any third party to use, sub-license, sell, assign, convey, transfer, publish, copy, duplicate, disassemble or otherwise deal with any of software or documentation to which County is given access to under this Agreement and, without limiting the foregoing, shall not use the STACS Casework Services to provide information processing, computer service bureau or computer time sharing or similar services to any other person or entity or for any purposes other than its own internal functions.

3.2 County acknowledges and agrees to limit its use of the STACS Casework System only to Authorized Users. County shall be responsible for securing its passwords and shall be responsible for any actions taken using such passwords. County authorizes STACS to rely upon any information and/or instructions set forth in any data transmission using the assigned password or key, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same, in connection with the operation of STACS.

3.3 County and its Authorized Users may download and print as many copies of the Data contained in the STACS Casework System as reasonably necessary for County's and its Authorized Users' internal use, provided that all such copies will be subject to the ownership and other provisions of this Agreement.

3.4 Except as expressly authorized herein, County will not reverse engineer, compile, reverse assemble, disassemble or translate any portion of the STACS Casework System.

4. SLA AND SUPPORT

4.1 STACS will provide the support services to County outlined in Schedule A.

4.2 STACS will provide STACS Casework Services in accordance with the service levels set forth in Schedule A.

5. EVOLUTION OF THE STACS Casework SERVICES

During the Term of this Agreement, STACS may, but shall have no obligation to, incorporate Modifications made from time to time by STACS into the Software, to the extent such Modifications are generally made available to STACS' other customers subscribing to similar services. Without limiting the generality of the foregoing but for greater certainty, in no event shall STACS be under any obligation to improve, to enhance, update, upgrade or otherwise make any Modifications to the STACS Casework Services. STACS shall be authorized to enhance, update, upgrade or otherwise make any Modifications to the STACS Casework System, including the Software, at any time and at any frequency during the Term and provide a minimum of 30 days advanced notice of such enhancements, updates, upgrades, and/or modifications.

6. INTERRUPTION OF THE STACS Casework SERVICES

6.1 **Maintenance Purposes**

County acknowledges and agrees that the STACS Casework Services may be interrupted from time to time to allow the maintenance of the STACS Casework System, including STACS' databases and servers. Unless otherwise agreed to between the Parties, STACS shall use commercially reasonable efforts to ensure that interruption of the STACS Casework Services shall take place after normal or regular business hours. However nothing contained herein shall constitute an undertaking or a warranty to the effect that STACS shall continue to provide the STACS Casework Services at all times.

6.2 Breakdown in Internet Access

County acknowledges and agrees that STACS may not and shall not provide any warranty regarding the access to the Internet or any telecommunication network, be it by STACS or County, or with respect to the capacity of the Internet or any telecommunication network to transport the Data at all times. County acknowledges and agrees that it accepts such characteristics of the STACS Casework Services.

6.3 Breakdown and Major Problems

STACS reserves the right to interrupt at all times, the STACS Casework Services relating to the provision of access to, and collecting and processing of, the Data in case of problems with the STACS Casework System. It is understood that during such period of interruption, STACS may not be able to receive, collect, process or provide access to the Data.

In such a case, a representative of STACS shall contact County in order to advise it of the existence and general nature of problem. STACS shall promptly notify County as soon as the service is restored.

6.4 Force Majeure

No delay or default in performance of any obligation by either Party (except payment obligations), shall constitute a breach of this Agreement to the extent it is caused by force majeure or forces beyond its reasonable control, including but not limited to fires, accidents or acts of God (a "Force Majeure Event").

The Party experiencing any delay or failure as a result of any such contingency shall:

- 6.4.1 provide prompt written notice thereof to the other Party;
- 6.4.2 use reasonable commercial efforts to either remedy the delay or failure or to establish a workaround plan to remedy the delay or failure in a manner which minimizes the disruption to the other Party and then forthwith proceed to implement and complete such workaround plan; and
- 6.4.3 use reasonable commercial efforts to eliminate the contingency causing the delay or failure.

7. PAYMENT

7.1 RESERVED

7.2 RESERVED

7.3 RESERVED

7.4 RESERVED

8. CONFIDENTIALITY

8.1 Each Party who receives Confidential Information (the "Receiving Party") from the other Party (the "Disclosing Party") shall hold such Confidential Information in trust and confidence for and on behalf of the Disclosing Party and shall not, at any time, except under legal compulsion (by deposition, interrogatory, examination on discovery, request for documents, subpoena, civil investigative demand or similar process by court order of a court having jurisdiction, or in order to comply with applicable requirements of any stock exchange, governmental body or other regulatory authority, or by requirements of any securities law or regulations or other legal requirements), or with the prior written consent of the Disclosing Party, or as provided hereunder, disclose the Confidential Information to any Person. In the event that such disclosure is legally compelled, the Receiving Party shall provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party agrees to provide only that portion of the Confidential Information provided by the Disclosing Party which is legally required to be disclosed.

8.2 Section 8.1 shall not apply to disclosure of Confidential Information to any Party's employees, agents and representatives who require such Confidential Information for the performance of their duties.

8.3 No Party may use Confidential Information of any other Party for a purpose other than to perform its obligations hereunder. No Party shall, at any time, whether during the term of this Agreement or after its termination, use Confidential Information of any other Party for its own benefit or purposes, or for the benefit or purposes of any other Person.

8.4 Except as required for the performance of its obligations hereunder, no Party shall, without the consent of the Disclosing Party, at any time or in any manner, make or cause to be made any copies, pictures, duplicates, facsimiles or other reproductions or recordings of any type, or any abstracts or summaries of any material relating to Confidential Information, including reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded material.

8.5 Each Party shall ensure that its directors, officers, employees, agents, representatives, contractors and subcontractors are made aware of and comply with the obligations of confidentiality and non-disclosure set forth in this Agreement as if they were Parties thereto.

8.6 Each Receiving Party shall maintain security procedures that are commercially reasonable to ensure that Confidential Information is kept confidential.

8.7 The obligations of confidentiality and non-disclosure set forth in this Agreement shall be perpetual.

8.8 Upon termination of this Agreement, County shall return or destroy the Confidential Information at the election of STACS. This destruction shall be certified by an officer of County.

9. OWNERSHIP

9.1 The STACS Casework System and any Intellectual Property therein and any Modifications thereof are and shall remain the exclusive property of STACS throughout the world and any Third Party Material that is part of the STACS Casework System and any Intellectual Property therein are and shall remain the exclusive property of their respective owners and no title therein shall pass to County hereunder.

9.2 County acknowledges that the STACS Casework System contains valuable proprietary information of STACS and Third Party Material owners. STACS acknowledges that Data contains valuable proprietary information of County and its Authorized Users. Subject to the confidentiality provisions of this Agreement and this Section 9.2, all Data collected through the STACS Casework System are exclusively owned by County. STACS shall not use any County data even if aggregated and anonymized for any purpose except to the extent required to perform its obligations hereunder and in relation to the functionality of the County Casework system.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 Each Party warrants and represents that the execution, delivery and performance of this Agreement (i) are within its corporate powers, (ii) have been duly authorized by all necessary corporate action on such Party's part, and (iii) do not and will not breach or constitute a default under any contract, agreement, or other undertaking or covenant applicable to such Party, and are not violating and will not violate the terms of any judgment, decree or order applicable to such Party.

10.2 STACS warrants that the STACS Casework Services will be provided in a professional manner and in accordance with industry standards.

10.3 EXCEPT FOR THE FOREGOING WARRANTIES, STACS NEITHER MAKES NOR GRANTS ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY THAT THE STACS Casework SYSTEM WILL PROVIDE ERROR-FREE OR UNINTERRUPTED SERVICE OR THAT THE INFORMATION AVAILABLE ON THE SITE OR THROUGH THE STACS Casework SERVICES IS ACCURATE, TIMELY OR TRUE. THE EXPRESS TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS CREATED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. STACS HEREBY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE, INCLUDING ANY LEGAL WARRANTY OF QUALITY, TO THE FULLEST EXTENT PERMITTED BY LAW.

10.4 Without limiting the generality of the foregoing paragraphs but for greater certainty, STACS does not provide any warranty (i) on the reliability or accuracy of the information available on the STACS Casework System and shall not be made liable for any errors or omissions in such information; (ii) on the security of the STACS Casework System and shall not be made liable for any security breaches, including without limitation, security breaches resulting from computer hackers, unlawful entry, unauthorized access, theft, disgruntled employees and other fraudulent acts; (iii) on the availability of the STACS Casework System and shall not be made liable for an Authorized User's unsuccessful attempts to access the STACS Casework System when it is down, either because of periodic maintenance or because of a technical problem; or (iv) on the reliability of the STACS Casework System to retrieve or store

information, including County's Data and shall not be made liable for any loss resulting from any loss of information of data, including County's Data.

11. LIMITATION OF LIABILITY

11.1 IN NO EVENT SHALL STACS INCUR ANY LIABILITY TOWARDS COUNTY FOR LOSS (DIRECT OR INDIRECT) OF PROFITS, LOSS OF OPERATING REVENUE OR FAILURE TO REALIZE EXPECTED SAVINGS OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR THE LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED, OR FAILURE OF THE STACS Casework SYSTEM OR ANY PORTION THEREOF TO WORK OR PERFORM IN ANY WAY, OR ANY LIABILITY TO COUNTY OR TO THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE.

11.2 The foregoing provisions set forth County's exclusive remedies and in no event shall STACS's total cumulative liability towards County or any third party with respect to any given claim made hereunder exceed the amount paid or payable by County to STACS under this Agreement in the six (6) month period immediately preceding the event giving rise to such liability. County acknowledges and agrees that Section 11.2 allocates risk under this Agreement between STACS and County and that the consideration received by STACS for the rights provided hereunder reflects the allocation of liability specified herein.

11.3 In addition to the provision set forth above, County acknowledges that if the damages suffered by County have arisen due to a defect in the hardware, software or services provided to STACS by third parties, STACS's liability is at all times limited to (i) the same extent as these suppliers have limited their liability towards STACS and (ii) to the amounts actually paid by these suppliers to STACS.

11.4 County shall notify STACS of any claim it may have towards STACS within six (6) months from the event giving rise to such claim or from the moment such right of actions exists, failing which such claim or right of action shall be deemed to be null and void. Such notice shall contain a reasonably detailed description of the claim, the facts related to it and the legal basis on which it rests.

12. TERM AND TERMINATION

12.1 This Agreement shall enter into force on the later of the date of execution hereof by the Parties and, unless otherwise terminated pursuant to the terms hereof, shall remain in force for the term as specified in the RFP No.2022-175, in which InVita submitted response to the Tarrant Count Purchasing Department (the Proposal). This Agreement may be renewed every year for an addition twelve (12) month period on the same terms and conditions, except for pricing which shall be subject to increase as specified in the Proposal if legally permissible and only if County provides written notice at least 60 days prior to its expiration of its intent to renew this Agreement.

12.2 This Agreement shall automatically terminate with immediate effect upon the occurrence of any of the following events of default, at the option and in the discretion of the non-defaulting Party: (i) if any Party generally fails to pay its debts as they become due, admits in writing that it is unable generally to pay its debts, or makes an assignment for the benefit of its creditors; (ii) if any bankruptcy or insolvency proceedings are commenced against any Party or other liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition proceedings under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or which seeks an order for relief or the appointment of a receiver, trustee, custodian or other similar official in connection with such

Party or any substantial part of its property, unless such proceedings are contested in good faith by such Party and any such order, appointment or other relief is stayed, pending the outcome of the disputed proceedings and such order, appointment or other relief is quashed within thirty (30) days; and (iii) in the event any Party files under any bankruptcy, insolvency or, generally, relief of debtors legislation.

12.3 This Agreement may be terminated by either Party, in its discretion, in the event the other Party has breached any other provision of this Agreement, and the defaulting Party has not remedied such default (if such default is capable of being remedied) within thirty (30) days after having received notice from the non-defaulting Party setting forth particulars of the default and requiring that it be remedied.

12.4 Upon termination or expiry of this Agreement, all rights and obligations of the Parties under this Agreement shall automatically terminate except for any such rights of action accrued prior to such termination and any obligations which the Parties intend, expressly or by implication, to survive such termination.

12.5 Upon termination or expiry of this Agreement: (i) the Receiving Party shall, at its own expense, immediately return to the Disclosing Party or otherwise dispose of, as the Disclosing Party may instruct, all Confidential Information which is in the Receiving Party's possession or under its care or control and one of its officers shall declare under oath to the Disclosing Party that the foregoing has been executed in compliance with the terms hereof.

12.6 Where County has caused the event of default giving rise to termination, all amounts due and owing to STACS by County upon termination shall become immediately due and payable to STACS.

12.7 The termination of this Agreement by either Party shall be subject to all other rights and remedies available to the Parties hereunder or otherwise.

13. ASSIGNMENT

13.1 Neither Party may assign or transfer any right, title, interest or liability granted hereunder, without the prior written consent of the other Party, which consent may not be unreasonably refused. Any authorized assignee hereunder shall be bound by the terms and conditions hereunder and shall assume all liabilities of the assignor under this Agreement. The assignor shall thereafter cease to be bound by and liable under this Agreement. Notwithstanding the foregoing, STACS shall be entitled to assign this Agreement without the prior consent of the other Party, and the assignee shall thereafter be bound by the terms of this Agreement to; (i) an affiliate or subsidiary; or (ii) to a successor in interest of STACS, in conjunction with the sale, transfer or merger of all or substantially all of the shares or assets of STACS, provided that any such successor agrees in writing to assume and be bound by all of the terms and restrictions hereof.

13.2 Subject to Section 12.1, this Agreement shall be effective, enforceable and binding on the Parties hereto, their assigns, representatives, heirs and successors.

14. MISCELLANEOUS

14.1 For the purposes of this Agreement, neither Party shall be deemed in any manner whatsoever an agent or employee of the other Party. The Parties have entered into this agreement as independent contractors. Nothing in this Agreement creates or shall be deemed to create a partnership or joint

venture between the Parties. Neither Party shall have the right to enter into contracts, pledge security, or incur expenses or liabilities on behalf of the other Party.

14.2 Any specific obligation incumbent upon a Party or the Parties pursuant to the provisions of any Schedule attached hereto shall be read and interpreted in conjunction with the terms hereof. Unless otherwise provided for herein or in such Schedules, in the event of ambiguity, inconsistency or incompatibility between any provision hereof and any provision contained in such Schedules, the specific provision shall prevail over the general provision to the extent of any such ambiguity, inconsistency or incompatibility, as the case may be.

14.3 Any notice, demand or other communication (in this Section, a "notice") required, allowed to be given or made hereunder shall be in writing, and shall be deemed properly served if hand-delivered during normal business hours on a business day to a receptionist or other responsible employee of the relevant Party at the relevant address set forth below or, if sent by any electronic means of transmission, including facsimile transmission or electronic mail, which produces a printed copy thereof ("Electronic Transmission") during normal business hours on a business day, with charges prepaid, and if sent by prepaid first class mail, such notice shall be delivered or sent to the addresses below. Each notice sent in accordance with this Section 14.3 shall be deemed received if delivered during the recipient's normal business hours, on the date of such delivery, or at the start of business on the first following business day if the date of delivery does not fall on a business day; or one hour after transmission if sent by Electronic Transmission, or at the start of business on the first business day thereafter if the date of sending by Electronic Transmission does not fall on a business day. Any Party may change its address for notice purposes by sending notice to the other Party in accordance with the terms of this Section 14.3.

STaCS DNA d.b.a. InVita Healthcare address
details:
STaCS DNA
2255 St-Laurent Blvd., Suite 206
Ottawa, Ontario
Canada, K1G 4K3

County address details:
Tarrant County M.E.'s Office
200 Feliks Gwozdz Pl,
Fort Worth, TX 76104

14.4 Time is of the essence with respect to each provision of this Agreement.

14.5 If any action is required to be taken pursuant to this Agreement on or before a specified date, and such date does not fall on a business day, such action shall be deemed valid if taken no later than the next following business day.

14.6 This Agreement shall be governed by and construed under and pursuant to the laws of the State of Texas. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts located in Fort Worth, Texas.

14.7 Compliance with Laws: In providing the services required by this Agreement, STaCS 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.

14.8 This Agreement, together with any agreements and other documents to be delivered pursuant hereto or concurrently herewith constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between Parties. The terms and conditions contained in RFP 2022-175 and the Response to RFP 2022-175 shall prevail over the terms of this Agreement, to the extent of any conflict or inconsistency. There are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, expressed or implied, which form part of or affect this Agreement. The execution of this Agreement has not been induced by, nor do either of the Parties rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgements not expressly stated herein, or in the agreements and other documents to be delivered pursuant hereto.

14.9 Each Party shall perform or execute, or cause to be performed or executed, such acts and further documents to the fullest extent of its powers, as the other Party may reasonably require in writing from time to time to time, in order to give full effect to the provisions of this Agreement.

14.10 All amounts set forth in this Agreement are in American dollars.

14.11 Any waiver of the rights under this Agreement, or consent to derogate from the terms hereof, shall only be effective if in writing and duly executed by the consenting Party, and only in the specific case and for the specific purpose for which it has been granted.

14.12 This Agreement may only be amended or completed by written agreement, duly executed by each Party.

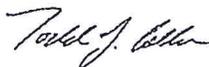
IN WITNESS WHEREOF the Parties have signed at this 17th day of January 2023.

STaCS DNA d.b.a. InVita Healthcare
Technologies

Name: Todd Collins

Title: President & CEO

Signature:



Duly authorized, as he so declares.

TARRANT COUNTY

Name:

Title:

Signature:

Duly authorized, as (s)he so declares.

SCHEDULE A

Outsourced Technical Support Services

STACS will provide technical support services (Level 1, 2, and 3) to the STACS Casework user community (all stakeholders) as defined under section **Support Hours** below.

All enquiries submitted by STACS Casework users will be forwarded to STACS for initial triage. All enquiries will be addressed as per the STACS Responsibility and Policy Center Responsibility sections below.

STACS Responsibility

Any and all technical-related questions will be handled by STACS and will be addressed as per the following.

Level 1 Help Desk Support:

Level 1 support denotes basic level technical support functions handling straightforward commonly encountered problems. Typically this will include (but is not be limited to) resolving username and password problems, verification of proper hardware and software set up, and assistance with navigating around application menus.

Level 2 Help Desk Support:

Level 2 support denotes more in-depth technical support level than Level 1 and therefore requires more experienced and knowledgeable technical resources as this level typically requires more advanced technical troubleshooting and analysis methods.

Level 2 support resources will be responsible for investigating elevated issues by confirming the validity of the problem and seeking for known solutions related to these more complex issues. Part of this process will be for the STACS resource to review what has already been accomplished by the Level 1 help desk support resource and how long the Level 1 Support resource has been working with the end user that originally contacted the help desk in order to adequately set work priorities.

Level 3 Help Desk Support:

Level 3 Support denotes the highest level of support in this three-tiered technical support model. Level 3 resources will be responsible for handling the most difficult or advanced problems.

STACS experts will be responsible for assisting both Level 1 and Level 2 resources. Level 3 resources will have the same responsibility as Level 2 resources in reviewing the support work already performed in order to adequately set work priorities.

Policy Center / County Responsibility

The Policy Center will be required to address policy-related (non-technical) questions submitted to STACS by STACS Casework users.

Support Hours

STACS will provide technical support to End-Users statewide as determined by the selected Annual Technical Support option via the following mechanisms:

1. Online ticketing
2. Online chat
3. (optional) Toll-free phone (dial-in number TBD)

STACS will provide technical support to Policy Center users between the hours of 7:00 AM and 5:00 PM Local Time, Monday through Friday on County business days via the following mechanisms:

- Toll-free phone (877-774-7822)
- E-mail (technical.support@stacsdna.com)
- On-line ticketing via STACS DNA's Customer Portal (<http://support.stacsdna.com/>)

Services Levels and Severity Levels

The document titled "STACS Casework Service Level Agreement" forms part of this SaaS Agreement and is included by reference.

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.