GovOS Records Management Suite

Tarrant County Clerk, TX

Prepared for:

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Submitted by:

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GovOS▼

Tarrant County On-Premise to Cloud Records Migration

1. Scope

Tarrant County currently utilizes GovOS' on-premise Records Management System (On-Prem Records) to automate the land and vitals processing of the Office of the County Clerk. Tarrant County has an objective to move the existing system from the current on-premise solution to the GovOS cloud-based version of Records Management (Cloud Records). Tarrant County has a target date of being live on the new system no later than 18 months from contract signing.

Tarrant has requested GovOS assistance in performing this migration.

Subject to the terms of this SOW, GovOS will provide Services related to the following tracks, and will provide the following:

A. System Requirements Definition

Activities:

Requirements Gathering. GovOS will work with Tarrant County to create a complete set of requirements that will define the functionality and acceptance criteria for the Tarrant County Cloud tenant. Requirements will be documented by GovOS and captured as "User Stories". While User Stories will be documented by GovOS, timely review and formal approval by Tarrant County will be required.

System Comparison. Integral to ensuring a comprehensive list of system requirements, GovOS will provide a process-by-process comparison between Tarrant County processes as implemented on the existing system vs. how GovOS proposes implementing them in Cloud Records. A project objective is to minimize any system customizations that are un-necessary or specific to Tarrant County. This approach will accelerate system deployment while ensuring that Tarrant is able to leverage new features as they are made available from GovOS. This comparison will be in the form of system demonstrations or documentation based on the best way to facilitate the discussion.

Approach:

Requirements gathering and system comparison sessions will be done on an iterative basis to ensure the overall agile flow of the project. The project team will work through requirements gathering and system comparisons for each functional process of the system. The breakdown of the system into an inventory of processes will be prepared by GovOS and with input from Tarrant County. Breaking the system down into functional processes will allow for a more focused use of Tarrant County resources, while moving work through the process faster.

Deliverables:

User Stories. The final specification for the system is codified in a set of user stories. Tarrant County will participate in the creation of the user stories and will be responsible for signing off on the user stories prior to the stories being implemented by the GovOS System Configuration team. GovOS will create, maintain, and ensure governance of the user stories.

Project Plan. Once all user stories for a functional process are signed off by Tarrant County, the GovOS project manager will update that section of the project plan to reflect the timing of creating the configuration and when the user stories will be available in the Tarrant County testing tenant for review.

Dependency Listing. Any dependencies on being able to complete the user stories will be documented and provided to Tarrant County. Dependencies may include requirements on local network infrastructure, software development to meet requirements not acceptably met through configuration, or anything else that might have an adverse effect on delivering the user stories.

B. System Configuration

Activities:

Configured User Stories. The primary focus of System Configuration is to implement the user stories created during the System Requirements Definition process. All configurations are done within GovOS Cloud Records system and on a Tarrant tenant within Cloud Records.

User Story Testing. All user stories include acceptance criteria and are used as the basis for testing of the Tarrant tenant configuration. Testing is performed by GovOS, however the test environment is available to Tarrant County for any testing Tarrant wishes to perform either as a part of this activity or in addition to.

User Story Review. As user stories pass testing, Tarrant County may review them prior to doing any user training. This is a useful activity as it serves to minimize downstream rework of the configuration. Reviews are conducted on a logical grouping of user stories and take the form of a demonstration by the GovOS Configuration Specialist.

Approach:

The approach to completing the work follows a Kanban model where all user stories are prioritized with the highest priority stories being completed first. All configuration and testing will be performed by GovOS Configuration and Testing Specialists. All configuration and testing will be done on a GovOS Cloud Records testing environment, on the Tarrant County Tenant, and according to the specifications within the Tarrant approved user stories. User story review will be done by GovOS and Tarrant County's participation is encouraged.

Deliverables:

Configured User Stories. All user stories are considered done when all acceptance criteria within the user story are met. The process is an iterative one, and while Tarrant County is encouraged to review user stories as they are completed, a sign-off of the system by Tarrant County is not required until all in-scope user stories are done.

C. Records Data Migration

Activities:

Initial Data Extraction. A "snapshot" of the existing on-premise system data is extracted and imported into a GovOS Cloud Records migration database for analysis. The analysis verifies aspects of the data set and to ensure that the extraction process was complete. Several tests are run to complete this activity. All steps within this activity are performed by GovOS Data Conversion Specialists.

Data Mapping. As the data contained within the existing on-premise system is configured specific to Tarrant County, the GovOS Data Conversion Specialist will create and test a mapping of the extracted Tarrant data set to the Cloud Records system.

Data Import to Test. Data import scripts are created to support the mapping and data is then imported from the migration database into a test database on a Cloud Records test environment. That data is accessible by the Tarrant tenant on that test tenant. Given the size of the Tarrant data set, only portions selected by Tarrant County will be imported to the test environment.

Data Import to Production. Prior to go-live, the extracted data is loaded in its entirety to the Production environment. The data will be available to Tarrant County to access and verify but should not be modified in any way.

Gap Data Import. The final activity is to extract the any new or modified data from the Initial Data Extract to the current date. This activity is typically performed at close of business on the last day of on-premise system operations.

Approach:

Since the migration of the data is from the on-premise version to the Cloud version of the GovOS Records system, GovOS will perform all activities. We will need access to production data to complete some of the tasks, but the impact on Tarrant staff should be minimal. Tarrant should review data as imports are completed.

Deliverables:

Migration Scripts. GovOS will create for execution a series of data migration scripts that perform the mapping of the data from the on-premise Records system to the Cloud Records system. While these scripts are somewhat specific to the Tarrant data set, they utilize existing GovOS migration scripts and tooling and as such, will remain the property of GovOS.

Test Data Sets. GovOS will create test data sets to support configuration testing and training. These data sets will be based on selected extracts of the full Tarrant data set. These data sets will be only deployed to the test, configuration, and training environments.

Production Data Set. The Production Data Set is the fully migrated data to ensure a complete transition to the Cloud Records system.

D. Infrastructure

Activities:

Network Review. Cloud Records is a Software as a Service product that is made available via Internet access. GovOS has provided minimum network requirements to support the application via an Internet enabled link in Appendix A. Tarrant County will utilize the specifications to ensure the network configurations for all County Clerk sites can provide an adequate level of network performance.

Workstation and Peripherals Planning. Tarrant County will provide specifications on current workstations and related peripherals. GovOS will review these specifications to ensure alignment with product functionality and performance.

Approach:

As the network and desktop infrastructure is managed by Tarrant County, GovOS will play a supporting role in completing the infrastructure activities. GovOS will make available information on minimum workstation and peripheral requirements and supported devices, performance planning information, and any other data necessary to perform the activities. Further, GovOS will make available to Tarrant GovOS engineering resources to assist in any network or desktop infrastructure concerns that are surfaced during the infrastructure activities.

Deliverables:

Network Requirements. GovOS Cloud Records has network dependencies that must be met for the Cloud Records security. Other network requirements tend to be volume and user count based and GovOS will provide comparative network performance information to help guide Tarrant in providing adequate network capacity. Information on these requirements and dependencies will be provided to Tarrant County to enable Tarrant County to validate network performance and configuration to all County Clerk sites, based on user count.

Workstation and Peripheral Inventory. An inventory of currently used workstation and peripherals and a mapping to the workstation and peripheral requirements for the Cloud Records system implementation.

E. Training and Go-Live

Activities:

Baseline Training. GovOS will provide user training to familiarize select users with the Tarrant configured system. The baseline training provides an initial exposure to a broader set of users. This provides a second level of feedback on the configuration and a period of rework is incorporated into the project plan to incorporate the user feedback.

Full User Training. GovOS will provide full user training to ensure all users are trained on the Cloud Records system. This training will be provided as close to go-live as possible to ensure currency of user skills at go-live.

eRecording Submitters and Title Company Cut Over. GovOS will coordinate any changes required for the eRecording submitters and title companies to submit and download recordings.

Go-live On-site Support. GovOS will provide on-site support personnel to assist users during initial go-live.

Approach:

GovOS training and support staff will augment the core project team to provide adequate support coverage during initial go-live.

Deliverables:

Training Curriculum and Supporting Training Materials. GovOS will provide a minimum of five (5) days of on-site training for users of the system at no additional cost. The schedule of training, number of sessions, and delivery methodology will be jointly defined with Tarrant County to minimize the impact on office operations while ensuring an adequately trained staff at go-live.

F. Operations

Activities:

Business Continuity and Disaster Recovery Plan Creation. Prior to go-live, a business continuity and a disaster recovery plan should be defined and if possible, tested. The scope of these plans is to provide predictable and acceptable planning to support business continuity and responsiveness in the case of a disaster.

GovOS Customer Support Handoff. Once the system and the users are comfortable and productive with the system, the project team will transition the daily support of the system and the Tarrant County staff to the Customer Success and Support Services Teams.

Approach:

Business continuity and disaster recovery planning is an integral part of the overall operational planning currently performed by Tarrant County today. The transition to Cloud Records will require an updating of existing plans. GovOS will provide support in updating these plans. GovOS cannot provide plans given the dependencies on existing Tarrant County plans, procedures, and service level objectives.

Deliverables:

Business Continuity and Disaster Recovery Planning Support. GovOS will provide support to Tarrant County in updating applicable plans.

Post Go-Live Transition Plan. GovOS will work with Tarrant County to create a Support Transition plan that provides adequate on-site support during Go-Live.

2. Communications and Project Management

GovOS will work with Tarrant County to develop a comprehensive communications plan. The objective of the communications plan is to ensure project status, expectations and issues are surfaced quickly and addressed promptly. The communication plan will define status report contents, frequency of reports, and responsible parties. The plan will also specify any recurring meetings including topic areas, frequency, and attendees.

GovOS will assign a Project Manager to the project to facilitate overall project coordination and communications. GovOS will work with Tarrant County to structure the joint project team to define project responsibilities, escalation paths, and accountable parties.

3. Timing

The Services pursuant to this SOW are estimated to be performed over an elapsed time of 18 months. Each process area should allow three to four weeks of elapsed time of four weeks per area. This will provide time for comparisons of how each version of the system delivers functionality. As requirements for each process area are signed off on by Tarrant County, the system configuration activities can be initiated. Given that there will be 12 to 16 different process areas, GovOS estimates that the requirements gathering and system configuration activities to take 12 to 14 months.

Baseline training for a subset of Tarrant personnel should be performed shortly after the system configuration activities are complete. It is important complete baseline training as early in the process as possible should any rework of the configuration be required. The objective is to have a well-vetted version of the configuration completed as early as possible so User Training materials can be prepared.

Data migration should be started early in the project to allow ample time to create and test the data migration and mapping scripts. Further, the system configuration activities will require some test data for testing and demonstration.

The operations and infrastructure activities can run in parallel with the requirements gathering and system configuration activities. Both project tracks will require involvement from Tarrant County resources outside of the County Clerk's office and ample time should be provided to ensure network requirements are in plan prior to go-live, and business continuity and disaster recovery requirements are in place and tested.

A. Assumptions on Timing

There are two risks that commonly negatively impact systems implementation timelines. The first risk is any potential delays in making decisions or granting approvals, particularly during the Requirements Gathering phase. It is important that Tarrant County work with GovOS to ensure there are known owners who are responsible for making decisions, granting approvals, and escalation paths to keep the project within schedule.

The second risk is in creating requirements that require modifications to the core base Cloud Records software. While some customizations are planned for (e.g. custom reports to meet auditor requirements, integrations with existing Tarrant systems, etc.) it is important to limit customizations that make software modifications critical path to the project. Any changes made to the software require a different process and exposes Tarrant to project delays.

The agile approach can provide opportunities for accelerating the timing of the project, but it can also slow it down. GovOS will promptly notify Tarrant of any risks to the project and remediation options for those risks. Ultimately, the overall timeline for project completion is under the control of Tarrant County.

4. Staffing

GovOS is well-versed in Tarrant's current records management system configuration and will leverage that knowledge to accelerate the project. This will avoid any undue burden on Tarrant County staff in ramping the GovOS team. All GovOS personnel assigned to the project will either be trained on the existing system and existing Tarrant office processes or will have been a member of the original Tarrant County GovOS Records system implementation.

A. GovOS Project Roles:

The following roles will be staffed with GovOS employees. GovOS will likely have multiple personnel in each of these roles to facilitate the likely resource requirements to deliver the project within the necessary timelines.

Project Manager	System Trainer
Configuration Specialists	Data Conversion Specialists
Tenant Testing Engineers	Networking and Infrastructure Engineers

5. Open Requirements from the Original RFP 2019-120

Tarrant County has identified a list of open RFP line items and have requested that these items will be addressed as a part of the scope of this Statement of Work. Where possible, these requirements will be attempted to be met with the existing on-premise system. The list of requirements and comments is below.

Number	Requirement Description	Comment
Universal Requirement	MUST include complete data conversion of all records from the existing RMS and migration/conversion of the additional identified sources of data, images, and records for OPR and Vital records	All data identified within the original scope of the RFP will be converted prior to Cloud Records go-live unless mutually agreed to wait until after go-live
B016	All requests made using online or PA Terminal MUST expire upon configurable number of days and auto-purge from system	Each transaction type can be configured to have expiration dates. Note that with Cloud Records, the requests are not deleted but rather purged from the queue. This allows the County to recover items that have passed the purge date.
OPR-15 A	System MUST allow a batch with multiple pages to be broken out by instrument number & assigned to staff and percentage complete.	Cloud Records batches (orders) can split documents by document type such that batches can be indexed by multiple people. This feature is currently in development.
VG06	System MUST have an online user interface to allow public to order certified and non-certified copies	This is supported in Public Search and at the kiosk.
VG15	System Must have batch processing capabilities for requests input at PA kiosk	Cloud Records kiosk allows for multiple transactions to be processed as a single order.
VG28	System MUST automatically notify businesses when assumed name is about to expire using email address.	This requirement will require development but will be included in this Statement of Work.
BD03	System MUST provide ability to submit birth, death, and fetal death applications for copies via internet, PA terminal or in person *See VG06	This requirement is provided by Cloud Records.
BD06	MUST have ability to publish birth and death index information.	This requirement is provided by Public Search though Cloud Records is configured to transmit the data. This is done daily.

6. Open Support Ticket Resolution

GovOS will attempt to close any issues currently open with the GovOS support prior to go-live of the new system. Any issue left open will either be verified as closed once the Cloud Records system is live and such issue is verified as closed by Tarrant County, or the issue will be opened as a Tarrant customer support ticket against the Cloud Records system.

GovOS.

SOLE SOURCE COUNTYFUSION™/CLOUD RECORDS AND MIGRATION SERVICES

CountyFusion™ is a sole source product, created, sold, licensed, onboarded, and supported exclusively by GovOS, Inc., a Delaware corporation (*"GovOS"*). Tarrant County, Texas (the *"County"*) presently utilizes CountyFusion™. Because: (1) GovOS is the sole source of CountyFusion™; and (2) the customized nature of the County's CountyFusion™ database (the *"Database"*), GovOS believes that it is the only vendor with the ability to seamlessly migrate the Database into a native-cloud architected system, using dedicated and thoroughly tested automatic data migration scripts, which scripts are proprietary technology that are also developed, sold, licensed and/or distributed exclusively by GovOS (the *"Proprietary Scripts"*). The Proprietary Scripts are built around the CountyFusion™ system and the GovOS Cloud Records system, and were designed from the ground up to handle all the data features unique to each system. The Proprietary Scripts have been tested and proven with multiple county offices, greatly reducing the risk, and enhancing the efficiency of performing such a migration. No other company, to our knowledge, has developed a product that has the specific functionality of the Proprietary Scripts, and these tools must be purchased from GovOS. Additionally, there are no agents or dealers authorized to represent the Proprietary Scripts.

If you desire additional information, please do not hesitate to contact the undersigned at (833) 563-4533 at any time, or visit our website at https://govos.com/. Thank you for your interest in our solutions!

Sincerely, GovOS, Inc.

Josh Stanley, CFO

Project Pricing Summary

Tarrant County Clerk, TX – Records Management Suite

Products	Price
Cloud - Records System	$724,500.00
Cloud Search (Formerly Vanguard Search)	$60,000.00
Configuration & Implementation Services	$480,000.00

Services that require and are priced by staff rates/LOE that require configuration and/or implementation services to complete.

Services will be paid at a fixed amount according to the following milestones:
- 25% ($120,000) will be invoiced when availability of the test system for Tarrant infrastructure testing is ready
- 25% ($120,000) will be invoiced when the second functional track is available for testing.
- 25% ($120,000) will be invoiced when all functional applications are accepted by Tarrant.
- 25% ($120,000) will be invoiced after the Go-Live in which system has been accepted pertaining to requirements.

GovOS will not invoice Tarrant County for any milestone until Tarrant County has provided written approval of milestone completion.

$1,264,500.00

Year 1	Year 2	Year 3	Year 4	Year 5
$1,264,500	$753,480	$783,619	$814,963	$847,561

Year 1 of this contract will begin at Go-Live. Any fees previously paid for future use of CountyFusion™ will be credited to Cloud Records at the time of Go-Live.

Optional Additional Software Modules

Software/Services	Unit Cost	Quantity	Annual Total Cost
Assumed Names/DBA(Basic)	$2,500.00	1	$2,500.00
Meeting Minutes (10M Total Files)	$3,000.00	1	$3,000.00
Studio Application (up to 5,000 Submissions)	$11,900.00	1	$11,900.00

Customer Acceptance

Contact Information	
Organization Name	Tarrant County Clerk, TX
Street Address	100 W. Weatherford
City, State, Zip	Ft. Worth, Texas, 76102
Primary Contact Name	Mary Louise Nicholson
Primary Contact Email	MLNicholson@tarrantcounty.com
Billing Details	
Billing Contact Name	
Billing Contact Email	
Billing Contact Phone	
Invoice Delivery Method	☐ Email/Electronic (default) ☐ Mail
Preferred Payment Method	☐ Check ☐ Credit Card ☐ ACH

- Without a signed Agreement, proposed prices are valid until October 31, 2023.

- The contract is valid at execution and the initial term of the Subscription is five (5) years which begins upon Go-Live. GovOS will send an invoice at the achievement of each milestone and for the Subscription at Go-Live and annually thereafter prior to any applicable renewal term. GovOS shall submit an invoice to Tarrant County for each payment due and payments will be subject to Texas Government Code, Title 10, Subtitle F, Chapter 2251 ("Texas Prompt Payment Act".)

- Agreement will renew for additional one-year terms (each, a "Renewal Term") upon written notice by Tarrant County of intent to renew at least 30 days prior to the expiration of the current term. The agreement will not renew if either party notifies the other of an intent not to renew at least 30 days prior to the expiration of the current term.

- Pricing for Renewal Terms will include a three point five percent (3.5%) increase from the prior term.

*You can upgrade to any submission tier at any point within your subscription.

Customer Acceptance

Customer Signature

_____   _____   _____
Signature of Authorized County   Title   Date
Representative

GovOS Signature

_____   _____   _____
Signature of Authorized GovOS   CFO   8/23/23
Representative   Title   Date

Terms of Use

GovOS Records and Cloud Applications

Welcome to GovOS, Inc. These Terms of Use ("TOU") are incorporated into and a part of the Agreement between GovOS, Inc., a Delaware corporation with its business address at 8310 N Capital of Texas Hwy, Building 2 Suite 250, Austin, Texas 78731, ("GovOS"), and the governmental entity or company ("Customer") which has signed a Proposal for GovOS to provide Services to Customer.

1. Agreement.
Agreement means the contract between Customer and GovOS consisting of these TOU and any proposal, purchase order, or sales order ("Proposal") signed by Customer which incorporates these TOU. In the event there are conflicting terms between the TOU and Proposal, the terms of these TOU will control unless expressly provided for otherwise in the Proposal.

2. Scope and Timing of Services.
During the Term of the Agreement GovOS will provide Customer with a license or subscription to its proprietary software, technology products, and materials known as the Records Management System (the "System"), and training, maintenance, support, and other professional services ("Service") as set forth in a Proposal (collectively the "Services"). The System may incorporate third-party software which Customer will be licensed or authorized to use, and Service may be provided by third-party providers. Unless otherwise set forth in a Proposal, the parties will cooperate in good faith to develop and execute an implementation plan relating to any new System or enhanced-cloud application installation provided for in the Proposal.

3. Term.
The Agreement will become effective on the date the Proposal is signed by the Customer (the "Effective Date") and will remain in effect for the time period identified in the Proposal ("Initial Term"). If no term is identified in the Proposal, the Initial Term will be for a period of one (1) year. Unless provided for otherwise in the Proposal, upon expiration of the Initial Term the Agreement may be renewed for additional one (1) year periods (each a "Renewal Term") upon prior written notice by a party of its intent to renew the Agreement no less than thirty (30) days prior to the end of the then current term.

4. Termination.
Unless otherwise indicated in the Proposal, this Agreement is subject to termination for convenience and without penalty by either Party upon not less than thirty (30) days written notice to the other Party. Either party may terminate this Agreement for a material breach if such breach remains uncured after ten (10) day written notice to the other party. In the event of termination for any reason Customer's subscription rights (and access) to Cloud-Based IP, and license rights to the On-Premise IP are terminated. Customer agrees to return to GovOS or to destroy all copies of the On-Premise IP portions of the System upon termination of the license. Customer will provide a written certification signed by an authorized representative attesting to the destruction of all copies of the On-Premise IP from Customer's environment within thirty (30) days of termination. Upon request GovOS will provide a copy of all Customer Content maintained in GovOS Cloud-Based IP in a standard format selected by Tarrant County for a period of thirty (30) days after termination of the Agreement.

Customer will be responsible for payment of all Services performed through the termination date. All paid fees are non-refundable. Customer will not be entitled to any refund, pro rata or otherwise of any pre-paid fees upon termination.

Subscriptions to GovOS enhanced cloud-applications (Cloud Search, Remote Marriage, or others) require a subscription or license to a GovOS Records system. Termination of a Customer's Records System Agreement will also terminate any related Services. GovOS shall destroy any electronic images or copies of Customer content thirty (30) days after the termination of the Agreement and provide Tarrant County written proof of destruction unless otherwise agreed upon in writing by the parties.

5. Payment Terms.

a. Fees. Customer will timely pay all undisputed amounts required under the Agreement and as set forth in the Proposal.

b. Invoicing and Payment. Unless otherwise provided for in the Proposal, implementation fees, if any, are due on Go-Live and all other fees will be billed on an annual basis with the fees for the first year due on Go-Live. Any fees owed to GovOS related to ecommerce and revenue sharing will be invoiced monthly. Customer will pay all invoiced amounts in accordance with Texas Government Code, Title 10, Subtitle F, Chapter 2251 ("Texas Prompt Payment Act"). Customer is responsible for providing complete and current billing and contact information.

c. Annual Increase. Unless provided for otherwise in the Proposal, on each annual anniversary date of the Agreement, the fees outlined in the proposal will be increased by up to three and one-half percent (3.5%).

d. Late Payments. Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid.

e. Taxes. Fees do not include any taxes, levies, duties, or similar assessments of any kind including value-added, sales, use or withholding taxes ("Taxes"). Unless indicated otherwise in the Proposal, Customer is exempt from Taxes and can provide an exemption certificate or citation to legal authority outlining Customer's tax-exempt status. GovOS is responsible for taxes assessed on GovOS' income, property, or employees.

f. Suspension. GovOS may suspend provision of Services to Customer if, after ten (10) days written notice of an intent to suspend Services, Customer does not pay in full any undisputed balance that is more than sixty (60) days past due.

6. Appropriation.
The payment obligations of Customer under the Agreement are expressly contingent upon the availability of funding. In the event Customer is unable to fulfill its obligations in a future fiscal year because of lack of sufficient funding, Customer may terminate this Agreement effective at the end of its fiscal year by written notice to GovOS. Notwithstanding the foregoing, Customer is responsible for and shall pay for all services performed up through and including the date of termination.

7. Software License, Subscription, and Ownership.

a. System License and Customer Warranties.
The System provided under this Agreement includes, but is not limited to, technical information, software programs, equipment, designs, specifications, drawings, documentation, reports, and other materials (individually and collectively "GovOS Intellectual Property"). Certain portions of the GovOS Intellectual Property may be loaded, downloaded or otherwise placed upon Customer or Customer controlled servers and hardware (the "On-Premise IP"). To utilize certain features or applications of the System, Customer will be required to access certain GovOS Intellectual Property from GovOS or GovOS controlled servers (the "Cloud IP"). Both On-Premise IP and Cloud IP are GovOS Intellectual Property.

Customer and its employees and agents will not cause or permit reverse engineering of all or any portion of the GovOS Intellectual Property; will not distribute, redistribute, sell, license disclose, assign, rent, loan, mortgage, market, or otherwise transfer to any third party directly or indirectly any portion of the GovOS Intellectual Property without prior written authorization by GovOS; and will not export any GovOS Intellectual Property in violation of federal export laws or regulations. The provisions of this Section will survive termination of this Agreement. Any and all rights not expressly granted hereby to the Customer in or to the System, are reserved by GovOS.

b. System On-Premise IP License.
Provided Customer is current on its fees pursuant to this Agreement, GovOS grants, and Customer hereby accepts, a limited nonexclusive, nontransferable, revocable license to use the On-Premise IP included in the System for the internal operations of Customer, and only during the Term of the Agreement. The license granted under this Section does not include the right to grant sublicenses to any to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in the Proposal. The On-Premise IP, including all text and other non-Customer content therein ("Content") may not be reproduced, transcribed, duplicated in more than a single instance within Customer's environment or retransmitted in any form or by any means (electronic, mechanical, photocopied, recorded, or otherwise) without the prior written consent of GovOS. Customer will maintain the System hosting the On-Premise IP in Customer's facility at the site of its original installation in an industry standard technology environment, including but not limited to providing adequate and continuous power supply and cooling. If Customer desires to move the System for any reason, Customer will provide no less than 15 days advance notice to GovOS.

c. System Cloud IP Subscription.
Provided Customer is current on its fees pursuant to this Agreement, GovOS grants, and Customer hereby accepts, a nonexclusive, nontransferable, revocable subscription to access and use the System's Cloud IP on the terms and conditions set forth in this Agreement. The subscription provided is only for the use of Customer. Customer shall only allow administrative access to employees of Customer who are authorized to use the Cloud Application and who are trained in the use, confidentiality, security and protection of the Cloud Application(s) and related Content ("Authorized Persons"). The Cloud IP including all text and other non-Customer content therein may not be reproduced, transcribed, duplicated or retransmitted in any form or by any means (electronic, mechanical, photocopied, recorded, or otherwise) without the prior written consent of GovOS. Customer acknowledges that with respect to the Cloud IP that Customer is getting a subscription agreement for access to the Cloud IP. GovOS will not be deliver copies of Cloud IP software to Customer.

d. Ownership

1. Software. Customer acknowledges and agrees that GovOS owns all right, title, and interest in and to the GovOS Intellectual Property therein, including any changes or modifications made to the GovOS Intellectual Property whether conceived independently or as the result of any suggestions, recommendations, or feedback of Customer. All extensions, enhancements, customizations, and derivatives of the Software shall be the sole property of the GovOS, and the Customer shall have no right, title, or interest in said works other than a license or subscription to use the works during the term of the license. Customer shall have no rights to the source code of GovOS software. To the extent the System includes third-party software components provided by GovOS as part of the System, such third-party software will be subject to the provisions of the software licenses provided by those third-party software vendors. The provisions of this Section shall survive termination of this Agreement.

2. Customer Content. Excluding GovOS Intellectual Property, all information, records, documents, files, data, and other items relating to the business of Customer (including indexes, film, and other data created or acquired by use of the System), whether prepared by Customer or GovOS or otherwise coming into the possession of GovOS in connection with performing the Services during the term of this Agreement shall remain the exclusive property of Customer. GovOS will provide Customer reasonable access to, or copies of, Customer content upon request while in the custody or control of GovOS during the term of the Agreement

8. Customer Data and Data Security.

a. Customer Data.
Customer Data means all the Customer/User originated content entered, uploaded, and in some instances stored in the system ("Customer Data"). GovOS content is the content we provide as part of or enter into the platform. GovOS does not own any data, information or material that you or other Users submit to the Service in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data that you or your Users submit.

b. Data Security.

1. Confidentiality, Integrity, Availability (CIA)
GovOS shall protect the Confidentiality, Integrity, and Availability (CIA) of all Customer Data ensuring extra levels of security. All Customer information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.

2. Breach Notification
GovOS agrees that upon discovery of unauthorized access to Customer Data, GovOS shall notify Customer both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after GovOS knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, GovOS agrees to reasonably coordinate with Customer to investigate the occurrence.

3. Data
All Customer data will remain in the 48 contiguous United States at all times.

4. Right to Audit

Customer reserves the right to audit GovOS datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

If this contract requires that GovOS personnel access Customer Data (either on-site or remotely) or access secure areas of Customer facilities, then GovOS personnel may be required to undergo a fingerprint-based Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Customer.
1. GovOS must provide information, including, but not limited to, employee name, date of birth, a clear copy of employee's driver's license, and a copy of employee's social security card for each individual required to pass a Criminal Background Check.
2. Award of a contract could be affected by GovOS refusal to agree to these terms.
3. Failure of the GovOS to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
4. The Criminal Background Check applies to the individual and not the Company.
5. Passing status must be maintained by Vendor personnel for the duration of the contract.

9. Responsibility for Data Backup.
Prior to GovOS providing the System, Customer shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the term of this Agreement, GovOS will back-up all data and images contained in the Cloud-IP portions of the System on a regular basis in accordance with standard industry back-up procedures. Under no circumstances will GovOS be responsible for the loss of any non-System Client data or software not provided by GovOS.

10. System Performance and Warranties.
GovOS represents and warrants that: The System will perform substantially in accordance with the Proposal and any System documentation. If any component or performance of the System is believed to be defective, Customer shall give GovOS prompt written notice that identifies each defect with specificity. GovOS will investigate and verify each reported defect. Upon verification by GovOS of a reported defect, GovOS shall as determined in its sole discretion, repair, replace, or otherwise correct each verified defect at no cost to Customer.

GovOS will not be responsible for System delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications, force majeure events, or other causes beyond the reasonable control of a GovOS.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO CUSTOMER EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. GOVOS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SYSTEM COMPONENTS OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. GOVOS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Equipment.

a. Unless provided for otherwise in the Proposal, Customer will be responsible for obtaining and maintaining an appropriate technology environment and equipment necessary to run the System. Equipment may include servers, workstation, printers, scanners, and other technology equipment to permit Customer to use the System.

b. To the extent any Equipment requires consumables for continued operation, Customer will be responsible for the cost and procurement of any consumables. Consumables include, but are not limited to ink, paper and other disposable products used by the Equipment.

12. Service.
GovOS will provide certain Service including installation, training, support, and System related service of the type and amount as set forth in the Proposal. Service will be performed by qualified personnel in a professional and workmanlike manner in accordance with generally acceptable industry standards. Except as provided for otherwise in a Proposal, any Service provided by GovOS which may include installation, maintenance, training, and technical support will be provided for a commercially reasonable amount of time and manner designed to provide Customer the benefit of the Services. GovOS may provide additional Services not provided for in the Proposal as mutually agreed upon in writing by the Parties. Certain Services may be performed by third-party entities.

13. Indemnification.

a. Service Indemnity. GovOS shall defend, indemnify, and hold harmless the Customer and its officers, agents, and employees, from any and all losses, claims, demands, damages, injuries, causes of action, assessments, penalties, costs, expenses, judgments, or other liabilities (collectively "Claims") arising directly out of GovOS' negligent performance of any Service provided pursuant to this Agreement. GovOS' indemnification obligation shall only exist for the Term of this Agreement. Nothing in this Agreement shall be construed to require GovOS to provide indemnification for Claims (a) arising out of or otherwise related to, in whole or in part, the negligence or willful misconduct of the Customer or (b) concerning or otherwise related to the accuracy or inaccuracy, content, or omission of any information provided by, or on behalf of, Customer to GovOS.

b. Intellectual Property Indemnity. GovOS shall defend, indemnify, and hold harmless the Customer and its officers, agents, and employees, from any and all losses, claims, demands, damages, injuries, causes of action, assessments, penalties, costs, expenses, judgments, or other liabilities (collectively "Claims") arising directly out of any infringement claim of infringement of patents, trademarks, copyrights arising out of the use of the System. If any GovOS Intellectual Property, or part thereof, provided to Customer becomes, or in GovOS' reasonable opinion may become the subject of a claim, suit or proceeding for infringement of any intellectual property rights, or are held to otherwise determine to infringe any intellectual property rights, GovOS may, at is option and sole expense (i) secure for Customer the right to continue using the affected GovOS Intellectual Property; (ii) replace or modify the affected GovOS Intellectual Property so as to make them non-infringing without degrading the performance or utility thereof; or if (i) and (ii) are not commercially feasible, then GovOS may cease providing or making the affected GovOS Intellectual Property available to Customer, and in such case Customer may elect to terminate the Agreement with respect to the affected GovOS Intellectual Property and be entitled to a pro rate refund of any related pre-paid fees.

14. Limitation of Liability.
EXCEPT FOR SERVICE FEES AMOUNTS EXPRESSLY DUE HEREUNDER AND CUSTOMER'S VIOLATION OF SECTION 7, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF

INDEMNIFICATION, IN AN AMOUNT EXCEEDING TWO-HUNDRED AND FIFTHY THOUSAND AND 00/100 DOLLARS ($250,000.00).

UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

15. Insurance.

GovOS shall maintain in full force and effect, for the term of this Agreement, the following types of insurance: (a) Commercial General Liability insurance of not less than $2,000,000.00 each occurrence, and $2,000,000.00 in the aggregate, (b) Automobile Liability insurance of not less than $2,000,000.00 combined single limit, (c) Errors and Omissions Liability insurance of not less than $5,000,000.00, and (d) Workers' Compensation insurance meeting or exceeding the statutory requirements, and Cyber/Privacy insurance of not less than $5,000,000.00. A Certificate of Insurance confirming these coverages and limits will be provided to the Customer upon request. Customer will be listed as an additional insured on the commercial general liability and automobile coverage policies solely to the extent (a) of the required insurance limits and (b) of the risks and liabilities assumed by GovOS in this Agreement. GovOS shall cause insurer to furnish to Customer future certificate(s) evidencing the insurance described herein at any time upon request. GovOS will provide Customer with no less than thirty (30) days-notice of any material change, notice of non-renewal or cancellation.

16. Confidentiality.

a. With respect to information relating to Customer's business which is confidential and clearly so designated ("Customer Confidential Information"), GovOS will instruct its personnel to keep such information confidential by using the same degree of care and discretion used with similar GovOS information which GovOS regards as confidential and in any event according to federal and state legal and regulatory requirements. GovOS shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by GovOS in the course of its services hereunder.

b. Customer agrees that GovOS' methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by GovOS, which may be disclosed to the Customer, are confidential and proprietary information ("GovOS Confidential Information"). With respect to GovOS Confidential Information, the Customer shall keep such information confidential by using the same degree of care and discretion that it uses with similar Customer information which Customer regards as confidential.

c. Neither party shall be required to keep confidential any information of the disclosing party which: (i) is or becomes publicly available; (ii) is already in their possession; (iii) is independently developed by the receiving party outside the scope of this Agreement and without any reliance on disclosing party Confidential Information; (iv) is rightfully obtained from third parties; or (v) when disclosure of information is required by law. In the event a party believes a disclosure request is required under section (v), including under any freedom of information law, the party will, as permitted by law, provide the other party prompt notice of the request and anticipated date of disclosure to provide time for a response.

d. GovOS shall not disclose Customer confidential information to any third party, other than as provided for in the Agreement or as required by law, without the other party's prior written consent. Each party will provide the other party with prompt notice of any actual or anticipated breach with respect to the other party's Confidential Information. The provisions of this Section shall survive termination of this Agreement.

e. Personal healthcare information (PHI) and other healthcare information may be subject to regulations including the Health Insurance Portability and Accountability Act ("HIPAA"). HIPAA may require the parties to enter into a business associate agreement ("BAA") regarding PHI. Unless indicated otherwise in the Proposal, Customer represents it is not a covered entity as defined by HIPAA and will not provide healthcare records subject to HIPAA without prior notice to GovOS so the parties may determine whether a BAA is required.

17. Modification to Terms of Use.

GovOS reserves the right to revise these TOU from time to time. GovOS will date and post the most current version of these TOU on the GovOS website. Any changes will be effective upon posting the revised version of these TOU on the Services (or such later effective date as may be indicated at the top of the revised TOU). If GovOS, in its sole discretion, deems a revision to these TOU to be material, GovOS will notify Customer by email. Customer's continued access or use of any portion of the Services constitutes Customer's acceptance of such changes. In the event Customer believes a change to these TOU is materially adverse to Customer, Customer may request cancellation of this Agreement without penalty which GovOS will review. GovOS will determine it its sole discretion whether Customer may cancel its subscription without penalty.

18. Support, Maintenance, Service Response Level, and Cloud-IP Availability.

a. Support. As part of Services provided under the Agreement, GovOS will provide support to Customer personnel. General support resources are available via e-mail or phone from 8 AM to 5 PM Customer's local time, Monday through Friday, excluding holidays. Upon request, GovOS will provide contact information for afterhours use in the event of an emergency. Support includes addressing Customer questions surrounding how to use a feature within the System and troubleshooting any issues relating to bugs or product deficiencies.

Support does not include consulting services such as achieving end-to-end goals, modifying the overall workflow of the System, or high-level accomplishment needs ("Professional Services"). GovOS will notify Customer prior to performing work on any request GovOS considers a Professional Service as well as a proposed cost.

b. Maintenance. On-Premise IP maintenance includes bug fixes, enhancements to existing features and functionality, performance improvements for the software and modifications to apply with applicable laws with solutions as deemed appropriate by GovOS. GovOS will provide notice and coordinate System maintenance with Customer. Maintenance for Cloud-Based IP will be implemented as developed. GovOS will provide 5days notice for scheduled maintenance activities and will provide reasonable notice for unscheduled or emergency maintenance activities.

c. Service Response Level. GovOS will use commercially reasonable efforts to meet or exceed the following service level targets:

Severity Level	Description	Response Target*	Resolution Target
Priority 0 (P0)	Total loss of system functionality. Significant loss or corruption of data or images.	Within 15 minutes	Within 8-10 hours
Priority 1 (P1)	Significant loss of functionality preventing business goals from being attained. Workaround not acceptable.	Within 2 business hours	Within 14 business days
Priority 2 (P2)	Anomalies in system function or administration that require assistance. Non-urgent product issue or question.	Within 8 business hours	Within 14-21 business days
Priority 3 (P3)	Minor, temporary, or infrequent issues that affect a limited number of users. Administration issues or questions that are not urgent.	Within 12 business hours	To be determined by the Product team based on level of effort and workload.

*The calculation of Response Target time periods commences once GovOS acknowledges receipt of a Support request during the Support Operations Team's normal business hours.
d. Cloud-Based IP Service Availability Level. GovOS will use commercially reasonable efforts to provide 99.5% availability for all Cloud-Based IP applications as measured per calendar quarter (the "Reporting Period"). Availability is measured quarterly by subtracting from 100% the total percentage of 5-minute periods during the Reporting Period for which there is no external connectivity and the Subscription Services do not respond to data requests ("unavailability"), unless such unavailability results from an Exclusion.
Exclusions means Planned Maintenance (defined below), interruptions or delays in providing the subscription services resulting from telecommunications or Internet service provider failures or any third party's acts, errors or omissions or any systems not provided by GovOS, including

computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within GovOS' possession or reasonable control, and denial of service attacks against internet infrastructure providers ("**DDOS**").

Planned Maintenance means those times GovOS will require business critical components of the system be taken offline for deployment of releases, latest security patches, or applying network/infrastructure changes for service improvement maintenance. GovOS will make all reasonable efforts to not perform any Planned Maintenance during business hours. GovOS will provide reasonable advance notice of any Planned Maintenance.

19. General.

a. No Actions, Suits, Proceedings, or Debarment. GovOS warrants there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on GovOS' ability to fulfill its obligations under this Agreement. GovOS certifies as of the date of the Agreement, GovOS is not on the federal government's list of suspended, ineligible, or debarred contractors.

b. Relationship. The parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.

c. Assignment. GovOS will not assign, transfer, or convey its interest in this Agreement without the prior written consent of Customer, which will not be unreasonably withheld. Notwithstanding the foregoing, GovOS may freely assign this Agreement to a corporate affiliate or in the event of the sale of all, or substantially all, of its assets.

d. Notices. All notices to Customer will be sent to the address identified on the Proposal. Notices to GovOS will be sent to the following address:
GovOS, Inc.
6300 Cedar Springs Road
Dallas, Texas 75235
Attention: Legal Department
Legal@GovOS.com
All notices must be made either via email, conventional mail, or overnight courier. Notice sent via conventional mail, using registered mail, is deemed received four (4) business days after mailing. Notice sent via email or overnight courier is deemed received twenty-four (24) hours after having been sent.

e. Headings. The section headings used in this Agreement are merely for reference and have an independent legal meaning and impose no obligations or conditions on the parties.

f. Force Majeure. Except for payment obligations for Services, any delay in or failure by either party in performance of this Agreement will be excused if and to the extent the delay or failure is caused by conditions beyond its control including but not limited to war, riot, strike, lock-out, fire, flooding, natural disasters, pandemics, force majeure events of subcontractors, or any other cause beyond the reasonable control of the party whose performance is affected.

g. Anti-Corruption. Neither party has received or been offered any illegal or improper kickback, payment, gift, bribe, or thing of value from an employee or agent of the other party related to this Agreement.

h. Injunctive Relief. The parties recognize a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any intellectual property may not be adequate for protection of a party, and accordingly each party shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available

i. Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any obligation in accordance with this Agreement will not be a waiver of the party's right to demand strict compliance in the future.

j. Survival. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 4 Termination, 5 Payment Terms, 7 Software license, Subscription and Ownership, 12 Indemnification, 13 Limitation of Liability, 15 Confidentiality, and 19 General.

k. Severability. If any provision of this Agreement is determined to be illegal or invalid, they will be severed from the remainder of this Agreement without affecting the enforceability of the remaining portions.

l. Governing Law. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of the state of Customer's primary place of business without reference to the principles of conflicts laws.

m. 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.

n. Authority and Signatures. The individual signing the Agreement on behalf of each party represents they have authority to enter into the Agreement on behalf of their respective entities and the execution of the Agreement is an act of the entities and constitutes legal, valid, and binding obligations of the parties. Each party agrees the Agreement may be electronically signed, (digital or encrypted) and electronic signatures have the same force and effect as manually written signatures.

o. Entire Agreement. This document constitutes the entire Agreement between the parties regarding the provision of Services and supersedes all prior agreements, representations, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter.

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.

August 17, 2023

Tarrant County Recording System

Project Plan and Architecture

GovOS

Agenda

Project Approach

Project Timeline

Milestones and Deliverables

Architectural Review

Q&A

GovOS

Project Approach

Project approach is based on an iterative delivery model to ensure project tracking. Activities are aligned by "project tracks" to further accelerate the project timeline and to manage risk.

Included schedule assumes a 16 month project with a start date of Oct 1, 2023 and a go-live date of Feb 1, 2024

Project Track	Project Activities
Application Configuration	• Typically the longest leg of an implementation • Process is to iterate through each functional area (e.g. Marriage Licensing, Birth Recording, etc.) • The goal of each iteration is to deliver a working configuration that meets requirements such that acceptance can occur
Infrastructure & Operations	• Primary focus is on ensuring a performant and secure infrastructure for the application • While not typically a long leg, certain aspects of this track can have long lead times (e.g. specialized hardware, firewall changes, etc.) • Business continuity, high availability and data security are covered as a part of Operations.
Data Migration	• Responsible for ensuring an accurate migration of existing data to the new system • Other aspects of the project are dependent on the front end of data migration (document types, data volumes, etc.) • Process is stepped with interim deliverables to measure progress and validate results. • Heavily automated to minimize risk and accelerate high volume migrations
System Go-Live	• The goal is to ensure that the office is prepared to go-live and that the transition time period is as smooth as possible. • Includes formal training optimized to Tarrant's needs, and is spread over a period of time to allow users to become familiar and competent with the system

Project Timeline Summary and Invoice Milestones

Month 1 Month 2 Month 3 Month 4 Month 5 Month 6 Month 7 Month 8 Month 9 Month 10 Month 11 Month 12 Month 13 Month 14 Month 15 Month 16

Application Configuration
Project Kickoff
Phase 1 – Real Property
Phase 2 – Foreclosures, Assumed Names, Liens
Phase 3 – Reports
Phase 4 – Births/Deaths, Marriage, Miscellaneous
End-to-end/Acceptance Testing
Go-Live

Availability of test system for Tarrant Infrastructure testing
Second functional applications group is ready for Tarrant testing
All functional applications are accepted by Tarrant and approved for Go-Live
Invoiced after the Go-Live in which system has been accepted pertaining to requirements

Infrastructure and Operations
Provisioning & Test System
Infrastructure and Infrastructure Test Planning
Infrastructure Testing
Security, Disaster Recovery & High Availability Planning
Load Testing
Training and Production Configuration

Data Migration
Migration Planning
Schema Extract and Analysis
Data Review
Initial Data Extracts
Full Extracts

Go-Live
Go-Live Plan
Training Materials Prep
Baseline Training and Parallel Testing
Refresher Training
Go-Live Support

Project Timeline Detail

Project Timeline
Application Requirements and Configuration Track

Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 | Month 9 | Month 10 | Month 11 | Month 12 | Month 13 | Month 14 | Month 15 | Month 16

Kickoff

Real Property

Foreclosures

Assumed Names

Liens

Reports

Births/Deaths

Marriage

Miscellaneous

End-to-end Testing

Go-Live
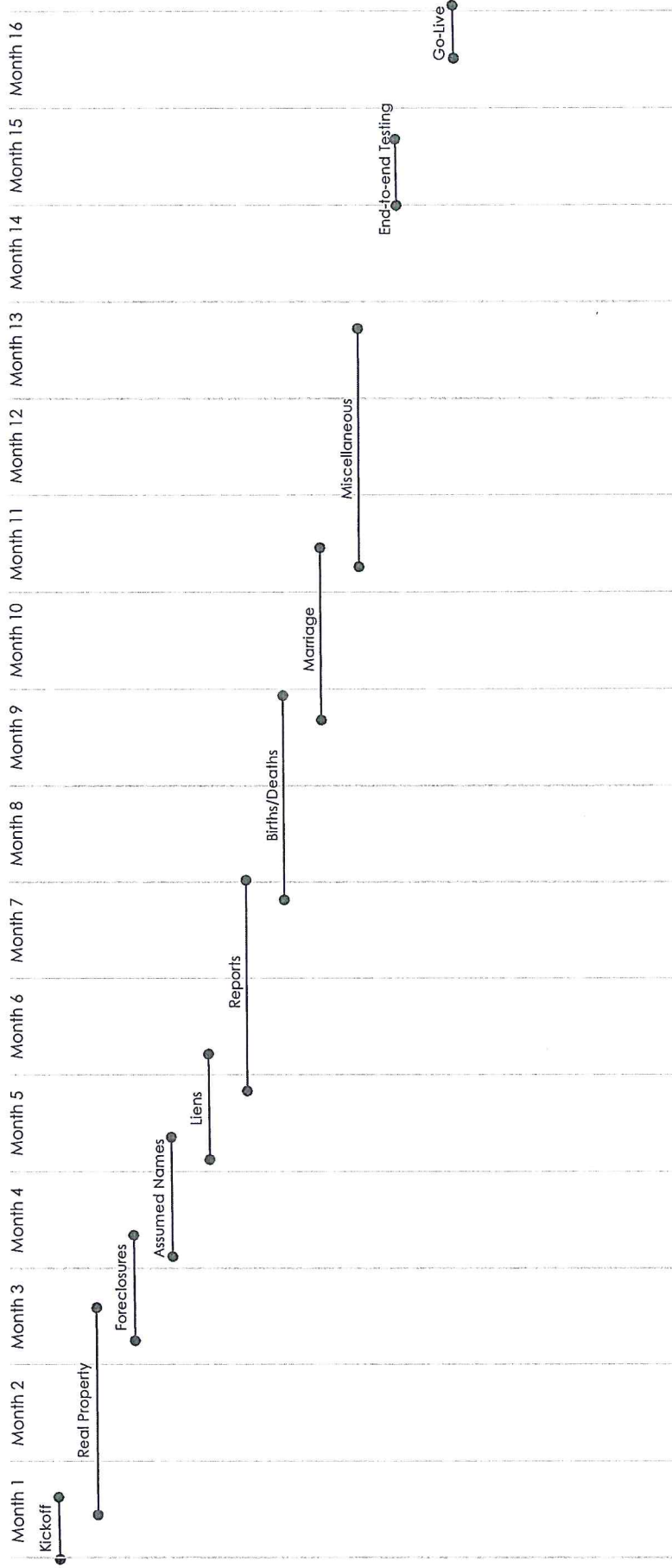
GovOS

Application Configuration Planning Estimates

Functional Area - Real Property

System Reviews	4 Days
Base System Configuration	7 Days
User Reviews	5 Days
Requirements Documentation	5 Days
System Configuration	10 Days
GovOS Testing	5 Days
User Testing	5 Days
Rework and Acceptance	5 Days
Total	46 Days

Functional Area - Foreclosures

System Reviews	2 Days
Base System Configuration	2 Days
User Reviews	3 Days
Requirements Documentation	2 Days
System Configuration	3 Days
GovOS Testing	5 Days
User Testing	2 Days
Rework and Acceptance	5 Days
Total	24 Days

Functional Area - Liens

System Reviews	1 Days
Base System Configuration	2 Days
User Reviews	2 Days
Requirements Documentation	3 Days
System Configuration	3 Days
GovOS Testing	3 Days
User Testing	3 Days
Rework and Acceptance	5 Days
Total	24 Days

Functional Area - Reports

System Reviews	5 Days
Base System Configuration	7 Days
User Reviews	8 Days
Requirements Documentation	7 Days
System Configuration	10 Days
GovOS Testing	5 Days
User Testing	5 Days
Rework and Acceptance	5 Days
Total	52 Days

Functional Area - Birth & Death

System Reviews	3 Days
Base System Configuration	5 Days
User Reviews	4 Days
Requirements Documentation	5 Days
System Configuration	10 Days
GovOS Testing	5 Days
User Testing	5 Days
Rework and Acceptance	5 Days
Total	42 Days

Functional Area - Assumed Names

System Reviews	2 Days
Base System Configuration	2 Days
User Reviews	4 Days
Requirements Documentation	3 Days
System Configuration	5 Days
GovOS Testing	5 Days
User Testing	3 Days
Rework and Acceptance	5 Days
Total	29 Days

Functional Area - Marriage

System Reviews	3 Days
Base System Configuration	2 Days
User Reviews	4 Days
Requirements Documentation	5 Days
System Configuration	10 Days
GovOS Testing	5 Days
User Testing	5 Days
Rework and Acceptance	5 Days
Total	39 Days

Functional Area - Miscellaneous

System Reviews	5 Days
Base System Configuration	5 Days
User Reviews	8 Days
Requirements Documentation	5 Days
System Configuration	13 Days
GovOS Testing	7 Days
User Testing	7 Days
Rework and Acceptance	10 Days
Total	60 Days

GovOS

Project Timeline
Infrastructure & Operations Track

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16

Tenant Provisioning

Infrastructure Planning

Baseline Configuration/Test System

Infrastructure Test Planning

Hardware and Peripherals Planning

Infrastructure Testing

Security Review

Disaster Recovery & HA

Load Testing

Training Configuration

Production Configuration

Go-Live

GovOS

8

Project Timeline
Data Migration Track

| | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 | Month 9 | Month 10 | Month 11 | Month 12 | Month 13 | Month 14 | Month 15 | Month 16 |

- Migration Planning
- Schema Extract
- Data Analysis
- Extract Script
- Test Extracts
- Data Review
- Initial Data Extracts
- Full Extracts
- Gap Extract

GovOS
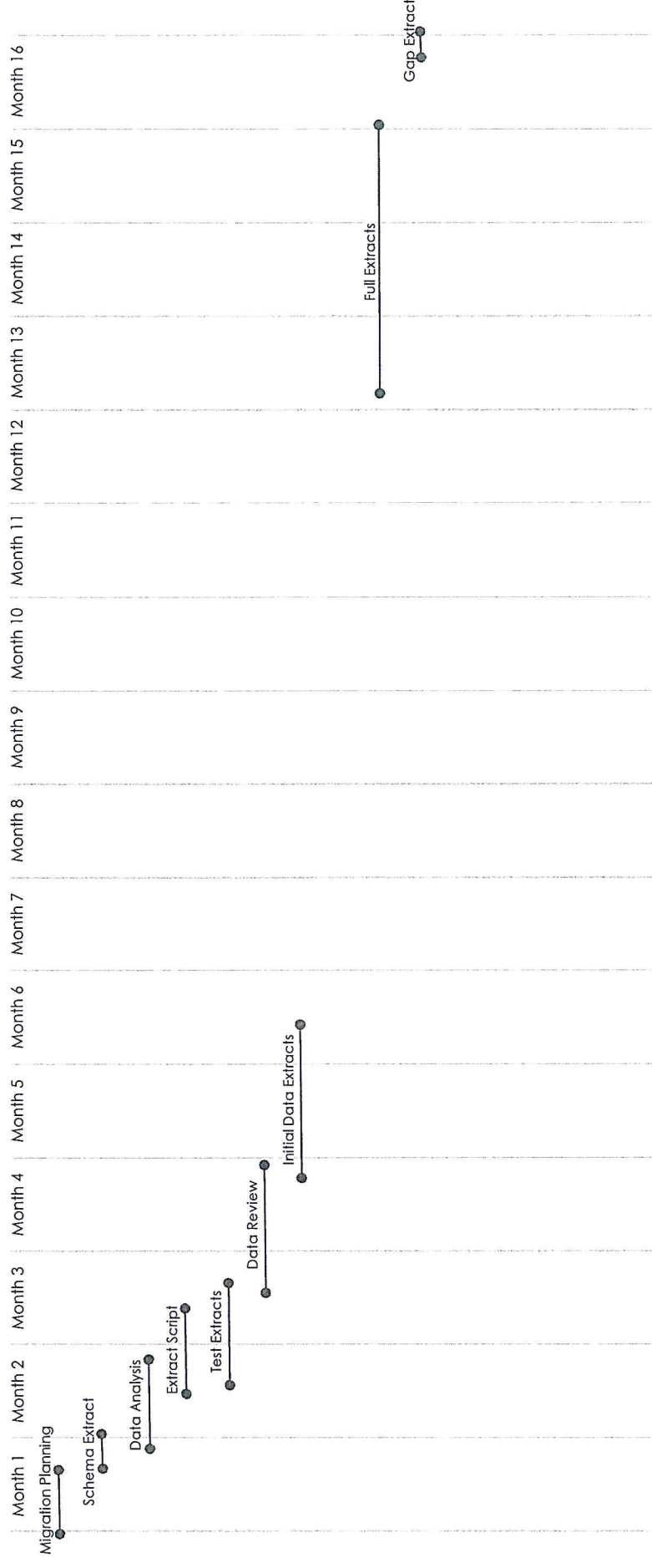
Project Timeline
Go-Live Training and Support Track

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16

Go-Live Plan — Month 9 to Month 10

Training Materials Prep — Month 11 to Month 13

Baseline Training and Parallel Testing — Month 12 to Month 15

Rework — Month 15 to Month 16

Refresher Training — Month 16

Go-Live Support — Month 16

Post Go-Live — Month 16
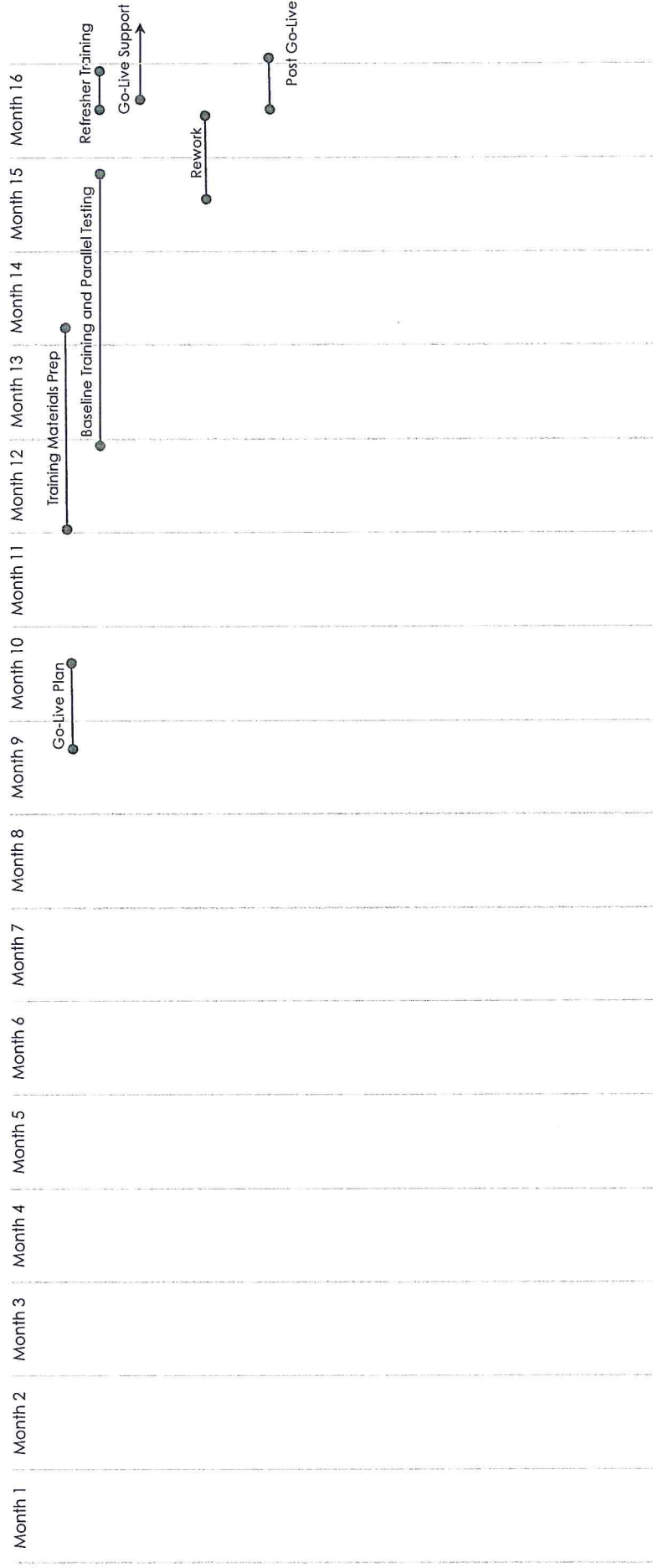
Project Milestones and Deliverables

Application Configuration

Milestones	Deliverables	Date
Real Property Requirements	*Requirements Stories*	11/10/2023
Real Property User Walkthroughs	*User Acceptance*	12/15/2023
Foreclosures Requirements	*Requirements Stories*	12/21/2023
Foreclosures User Walkthroughs	*User Acceptance*	1/19/2024
Assumed Names Requirements	*Requirements Stories*	1/16/2024
Assumed Names User Walkthroughs	*User Acceptance*	2/2/2024
Liens Requirements	*Requirements Stories*	2/16/2024
Liens User Walkthroughs	*User Acceptance*	3/2/2024
Reports Requirements	*Requirements Stories*	3/22/2024
Reports User Walkthroughs	*User Acceptance*	5/1/2024
Birth & Death Requirements	*Requirements Stories*	5/17/2024
Birth & Death User Walkthroughs	*User Acceptance*	6/27/2024
Marriage Requirements	*Requirements Stories*	7/15/2024
Marriage User Walkthroughs	*User Acceptance*	8/7/2024
Miscellaneous Requirements	*Requirements Stories*	9/9/2024
Miscellaneous User Walkthroughs	*User Acceptance*	10/18/2024
Final End-to-End Testing	*User Acceptance*	12/13/2024

Infrastructure & Operations

| Milestones	Deliverables	Date
Provisioned Tenant	Collin Tenant on All Environments	10/13/2023
Baseline Configuration/Test System	Collin Baseline Configuration Deployed	12/1/2023
Infrastructure Test Plan	*Infrastructure Test Plans*	12/21/2023
Hardware and Peripherals Plan	Planned Hardware Inventory Workstation and Peripherals Plan	1/19/2024
Infrastructure Testing	*Completed/Passed Test Plans*	2/15/2024
Security Review	Security Document and Governance Policy	6/10/2024
Load Testing	*Completed/Passed Test Plans*	8/15/2024
Training Configuration	Training Lab with Full System Access	10/31/2024
All New Hardware Received	Complete Hardware Inventory/Staged	12/13/2024
All Hardware Configured	Hardware Configured and Verified	1/16/2025

Italicized deliverables require county sign-off

GovOS

Project Milestones and Deliverables

Data Migration

Milestones	Deliverables	Date
Data Migration Plan	Data Migration Plan	10/20/2023
Data Analysis/Mapping	*Data Schema and Organization Migration Scripts*	11/17/2023
Data Review of Extract	*User Acceptance*	12/24/2023
Data Extract for Testing	Test Data Sets	3/15/2024
Full Data Extracts	Converted Data Loaded to Production	1/5/2025
Gap Data Extracts	Converted Gap Data Loaded to Production	2/3/2025

Go-Live

Milestones	Deliverables	Date
Go-Live Plan	Go-Live Plan	7/13/2024
Training Materials	Training Documentation Training Test Data	9/27/2024
Baseline Training Complete	User Training	11/1/2024
Parallel Testing Complete	Match A Day's Work	12/23/2024
Refresher Training Complete	User Training	1/31/2025
Go-Live	System In Production	2/3/2025

italicized deliverables require county sign-off

GovOS

Systems Architecture
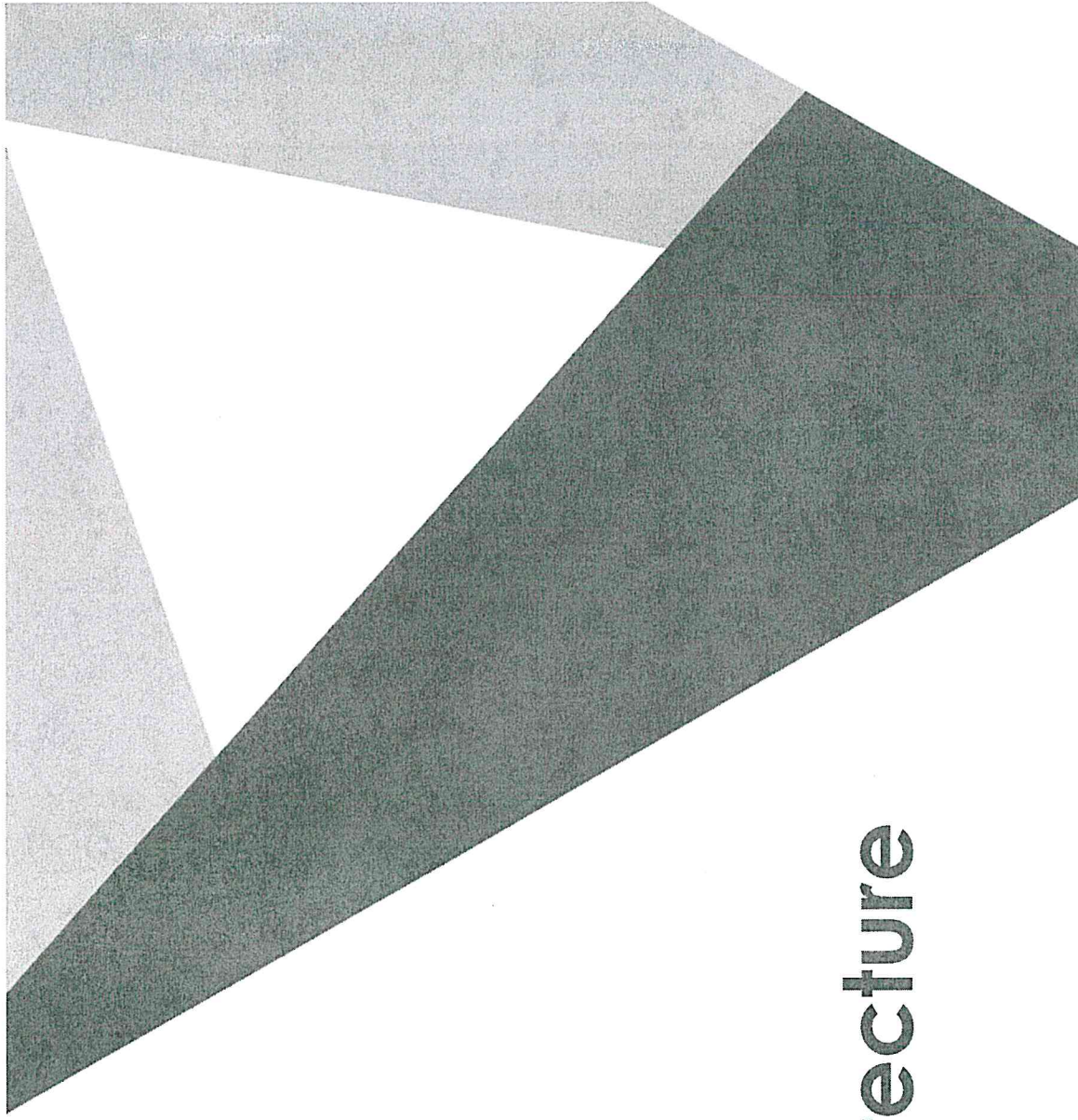
System Configuration and Migration to Production Process

Tenant customization is done through configuration. Configurations are independent of the platform software. This allows for tenant configuration changes to be implemented, tested, and deployed based upon County requirements.

All new features are "flagged" such that they remain hidden until a configuration change enables them.

Configurations are managed independent of the environments allowing any version of a configuration to be deployed into any environment.

GovOS maintains four environments to support tenant configuration and testing

Configuration 1 (CF-1)	User Acceptance Test 1 (UAT-1)	User Acceptance Test - 2 (UAT-2)	Production (Prod)
Runs same platform version as production	Runs latest deployment of platform code	Runs same platform version of production	Platform for production use
Used for GovOS configuration development	Used for GovOS configuration of new features and tenant regression testing	Upgrades platform one to two weeks prior to deployment of a new platform version to production	
		Used for County testing and acceptance of configurations	

GovOS

System Architecture

Hosting
All recording services are hosted in Microsoft Azure and in a GovOS Virtual Network. The primary data center is West US 2. An appliance is required on-premise to support file uploading, device management, and reverse DNS lookup. It does not manage any persistent data.

Redundancy
The system utilizes Microsoft data geo-redundancy and cross-region replication to minimize any loss of resource or data-center availability. The database uses SQL Server AlwaysON Availability Groups.

Security
Authentication is provided by the county via Active Directory (on-prem or Azure). Authorization is provided within Cloud Records and is configured per county requirements. In office access is bound by ip-range.

Data Management
While the system is multi-tenant, the data management is not. Tenant data is not co-mingled. All data is encrypted in transit and at rest.
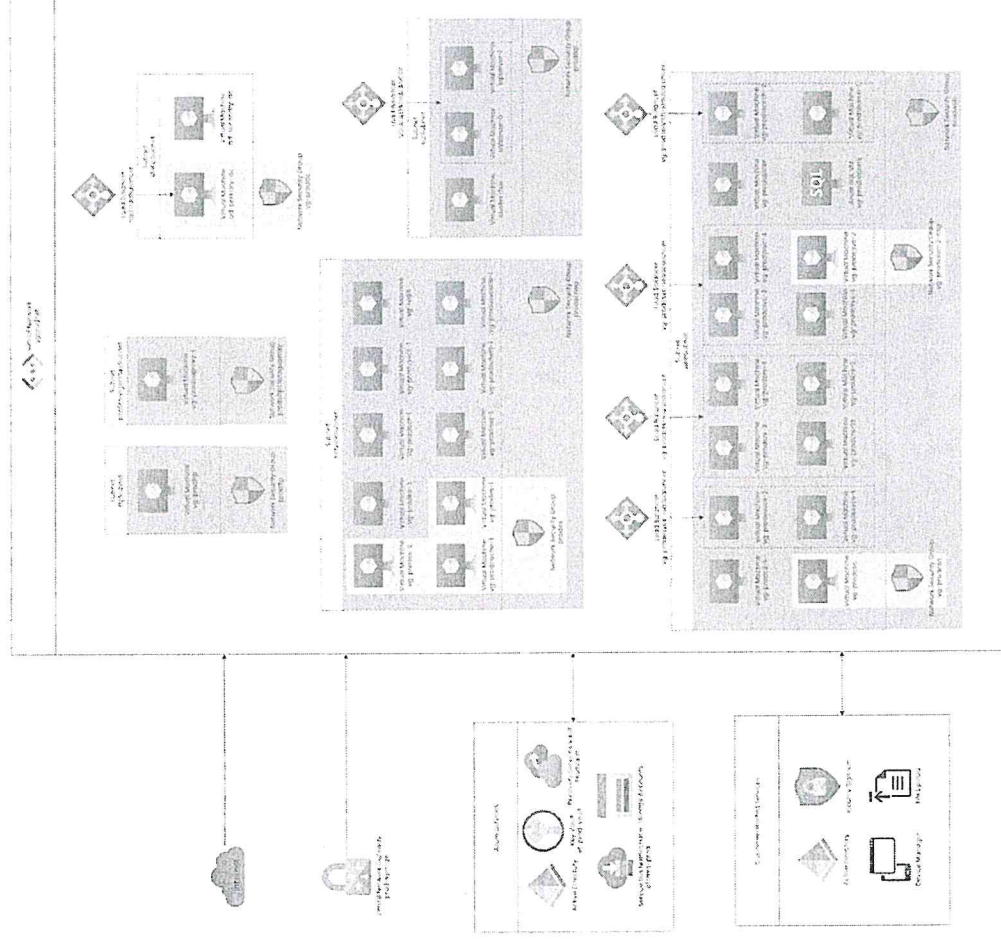
Thank you

More information at GovOS.com
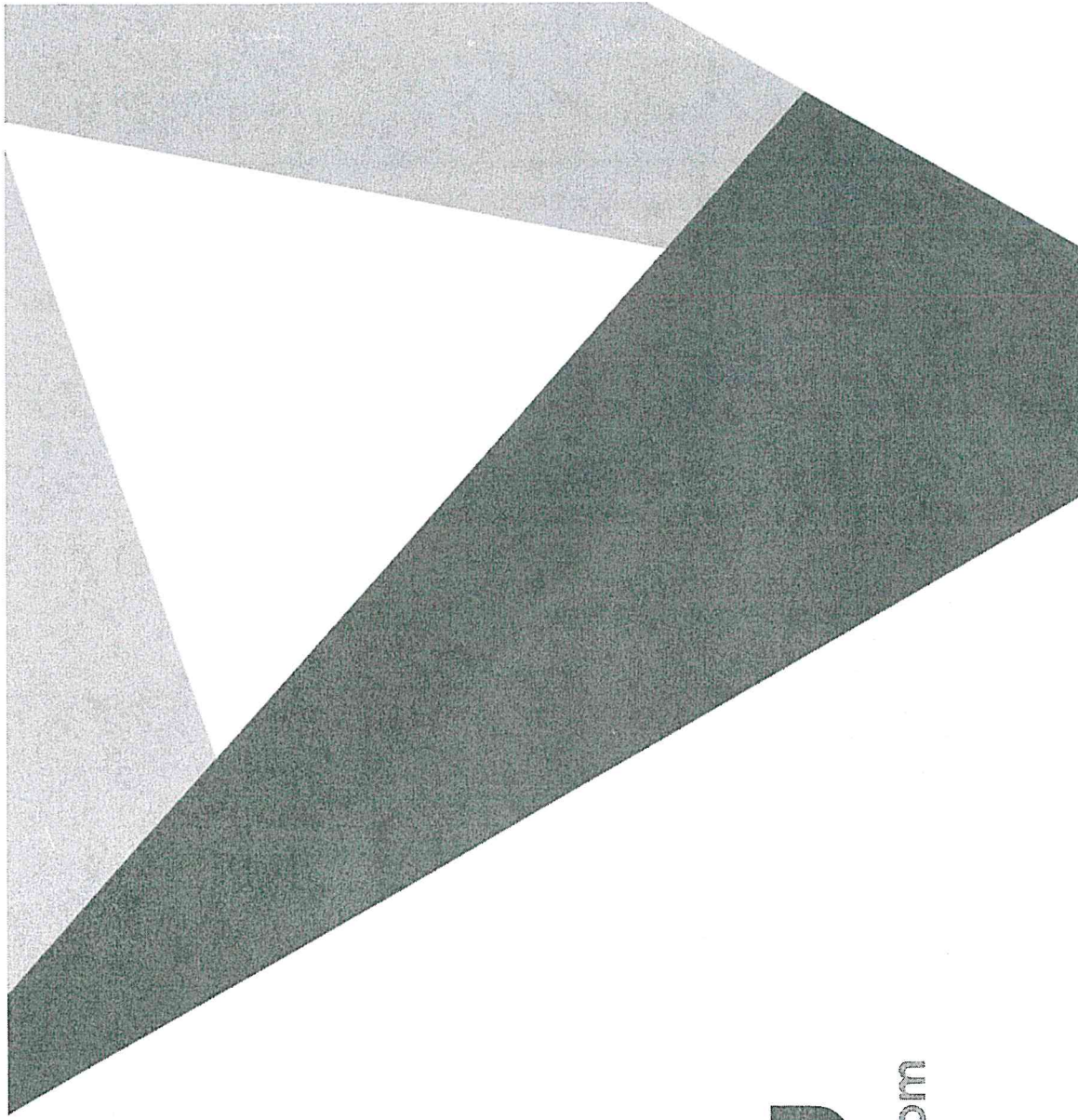
Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws
[Not required if all contracting parties are governments]

This Addendum relates to the following contract: _GovOS Records Management Suite_
[Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT
Notwithstanding any language to the contrary, Vendor acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY (customer) may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of $ 100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a
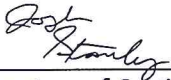
firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

_____   Vendor is EXEMPT from Certification as set out above.

__X__   Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that is does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

_____
Signature of Certifying Person

Josh Stanley
_____
Printed Name of Certifying Person

CFO
_____
Title of Certifying Person

GovOS, Inc.
_____
Name of Vendor Company

8/23/23
_____
Date Certified