

Redaction Services & Support Agreement

This Redaction Services & Support Agreement (hereinafter "Agreement") is between CSI - Computer Systems, Inc. (hereinafter "CSI"), and the Board of Commissioners of Vigo County, IN (hereinafter "County").

The parties hereto agree as follows:

I. DEFINITIONS

The following terms, as used herein shall have the following meanings:

1. "Licensed Software" means such software (in executable form), documentation, file layouts, and other tangible or intangible information included in CSI's Title 1 applications and related to the operation thereof which are the intellectual properties of CSI.
2. "Redaction Software" means such software (in executable form), documentation, file layouts, and other tangible or intangible information as licensed to CSI and included in Licensed Software and related to the operation thereof which are the intellectual properties of CSI and its licensor.
3. "Redaction" means the automated process to block specific information per County defined rules within a scanned document and such specific information will be not be viewable by means of masking the information from view or by permanently burning the redaction into the electronic file.
4. "Redaction Services" means the use of Licensed Software and Redaction Software to search for County determined information within electronically scanned document for the purposes of Redaction.
5. "Back File Redaction Service" means services from CSI to provide Redaction Services for documents previously scanned and stored in Licensed Software.
6. "Base Redaction Volume" and "Back File Redaction Volume" means the procurement by County of a specific volume of pages to be processed for Redaction Services.

II. AGREEMENT TERM

1. The Agreement Term shall commence on the date that the County executes this Agreement per the execution date herein and shall remain in effect for a term of:
 - A. Four-Year Term
2. The parties may extend the term for up to four additional years by mutual written contract.
3. Term – July 1, 2019 through June 30, 2023

III. PRICING

1. Redaction Services are priced based upon the volume of scanned pages and the length of the Agreement Term. The Agreement will establish a Base Redaction Volume, Back File Redaction Volume and an Agreement Term that will be reviewed annually to determine the actual volume of scanned pages. In the event the actual Redaction Services volume of scanned pages exceeds the Base Redaction Volume or Back File Redaction Volume, there will be an additional charge for Redaction Services of each scanned page that exceeds these volumes. The cost for the additional Redaction Services will be per the Base Redaction Volume Overage and Back File Redaction Volume Overage pricing herein and payment will be due upon receipt of invoice from CSI.
2. Redaction Services Agreement Term Options:

- A. Four-Year Agreement Term - \$3,247.75 per year for the Base Redaction Volume.
 1. Base Redaction Volume = 64,955 pages per year.
 2. Base Redaction Volume Overage = \$0.07 per scanned page.
3. Back File Redaction Service. CSI will provide Redaction Services for documents previously scanned and stored in Licensed Software (e.g. Back File Redaction Service). The prices for Back File Redaction Services are based upon the Back File Redaction Volume and price and volume are as follows.
 - A. \$0.05 per scanned page.
 - B. Back File Redaction Volume - @
 - C. Back File Redaction Volume Overage – to be quoted separately

IV. PAYMENT TERMS

1. Payments for the Redaction Services Agreement Term are due annually beginning January 1 of each calendar year and are to be paid in advance. CSI can prorate the annual payment to coincide with a January 1 to December 31 calendar year.
2. Back File Redaction Service, Back File Redaction Volume Overage and Base Redaction Volume Overage are due upon completion of the services.
3. There will be NO REFUNDS or credits if County cancels the Redaction Services Agreement Term before the expiration of the Agreement Term unless such cancellation is the result of a breach of this contract by CSI detailed herein.
4. In the event fees for this Agreement become delinquent by more than sixty (60) days, this Agreement shall be suspended. CSI shall be entitled to all past due and current due charges plus interest at 1.5% per month plus collection and attorney fees.

V. CSI SERVICES & SUPPORT RESPONSIBILITIES

1. CSI will provide Redaction Services per this Agreement for all new pages scanned into Licensed Software and for the pricing and term of the Agreement detailed herein.
2. CSI will provide Back File Redaction Service per this Agreement on all existing scanned pages. The Back File Redaction Service is tracked and billed separately and will not count toward the annual Base Redaction Volume.
3. CSI will provide all maintenance of Licensed Software and Redaction Software and support as detailed herein upon payment by County of applicable maintenance fees.

VI. SOFTWARE LICENSES, CONFIDENTIALITY AND MAINTENANCE

1. Software Licenses: In accordance with the terms herein, CSI hereby grants to County, and County accepts from CSI, a perpetual, nontransferable, nonexclusive license to use Licensed Software and Redaction Software as developed or otherwise delivered under the provisions of this Agreement. The Licensed Software and Redaction Software license rights include only the executable versions. The Licensed Software and Redaction Software shall be operated only at location(s) identified as County's Facility. County has the right to access or produce an ASCII file of the Licensed Software file layouts subject to the execution of an acceptable Non-Disclosure Agreement between CSI, County and any third-party agent of County. Any use of or access to the Licensed Software file layouts are confidential information and are subject to the executed Non-Disclosure Agreement and all confidentiality requirements detail in this Agreement. Workstations may be located elsewhere, provided that the Licensed Software and Redaction Software reside in County's Facility. The Licensed Software and Redaction Software

license rights temporarily will be extended for use on backup equipment located other than in County's Facility for a reasonable period when County's computing equipment is not available. CSI shall at County's request provide to County any and all license agreements and/or warranties applicable to, whether or not County is a signatory thereto. CSI may provide to County upon request copies of all underlying software license under which CSI is granted right to sublicense hereunder.

2. **TITLE TO LICENSED SOFTWARE AND REDACTION SOFTWARE CONFIDENTIALITY AGREEMENT:** The Licensed Software and Redaction Software licensed hereunder including Source Code, and file layouts and all copies thereof are proprietary to CSI and/or to its licensor, and title thereto remains in CSI or its licensor. All applicable rights to patents, copyrights, trademarks and trade secrets in the Licensed Software and Redaction Software are and shall remain in CSI and/or its licensors except as provided herein. County shall not sell, transfer, publish, disclose, display or otherwise make available the Licensed Software, Redaction Software, Source Code, file layouts or copies thereof to others except as provided herein. County agrees that during the term of license and thereafter, it will hold the Licensed Software, Redaction Software, Source Code and file layouts in strict confidence, that it will not except as provided herein disclose or otherwise make the Licensed Software, Redaction Software, Source Code and file layouts or any part thereof available to any third party including but not limited to accountants, attorneys, consultants, and other agents and servants in the course of County's business, and that it will take all reasonable steps and precautions to maintain the confidentiality of the Licensed Software, Redaction Software, Source Code and file layouts. County further agrees that it will restrict use of the information provided hereunder solely to the field of use defined and granted in this Agreement, and will not use any information in tangible or intangible form which has been or may be delivered or disclosed to County or County's employees by CSI for the purpose of creating or attempting to create, or permitting others to create, the programs which operate the Licensed Software and Redaction Software or any part of the Licensed Software and Redaction Software except as may be permitted under this Agreement. Upon the termination of the Licensed Software and Redaction Software license as detailed herein, County agrees to return to CSI all tangible portions of the Licensed Software, Redaction Software, Source Code and file layouts together with all copies thereof at any time made by County.
3. **Maintenance.** CSI shall maintain the Licensed Software and Redaction Software, at no additional charge, subject to County paying for the CSI Premium Software Maintenance Agreement and this Agreement, so that it operates in conformity with all descriptions and specifications in the Agreement and remains in compliance with applicable statutes, rules, regulations or practices of the State of Indiana, State Board of Accounts or other competent authority. CSI shall perform such services in a timely and professional manner by qualified personnel and that the services and software shall conform to the standards generally observed in the industry for similar services and software.

VII. WARRANTIES AND LIMITATIONS

1. **Software and Services.** CSI warrants that the Licensed Software and Redaction Software furnished hereunder shall be free from defects in workmanship and materials for a period of ninety (90) days from date that training commences on Licensed Software and Redaction Software. The County acknowledges that the programs are inherently complex and may not be completely free of defects or errors and that CSI will correct any programming defects or errors (i.e. bugs) at no charge to County. CSI is not responsible for any cost or damage associated with any defects or errors in programming, the loss of use of the programs, or any other resources,

loss of business or profits, any loss of data, any third party claims, or costs of substitute programs. CSI assumes no responsibility for obsolescence of the licensed programs or documentation.

2. Ownership and Authority. CSI warrants that it has full power and authority to grant the rights granted by this Agreement to County with respect to Licensed Software and Redaction Software without the consent of any other person; and that neither the performance of services by CSI nor the license of and use by County of the Licensed Software and Redaction Software will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other rights of any third party.
3. Warranties Not Affected by Lease. All representations, certifications, and warranties under this Agreement shall extend through and survive the term of any lease agreement entered into by County in conjunction with the Licensed Software, and services provided under this Agreement, notwithstanding any action by County to pledge, mortgage, or lease its interest, so long as the Licensed Software is possessed and used by County.

THESE WARRANTIES ARE MADE TO AND FOR THE BENEFIT OF COUNTY ONLY. CSI MAKES NO OTHER WARRANTIES OF ANY KIND WHATEVER, EXPRESS OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE WARRANTIES STATED ABOVE ARE HEREBY DISCLAIMED BY CSI AND EXCLUDED FROM THIS AGREEMENT.

VIII. DEFAULT AND TERMINATION OF AGREEMENT

1. County shall be in default hereunder upon the occurrence of any of the following events: (1) if any sum of money owed by County hereunder is not paid when due and remains unpaid for a period of thirty (30) days or more after notice of default from CSI to County, unless CSI shall at the time be in default of this Agreement, (2) if any breach occurs of any provisions of the confidential disclosure agreement set forth herein, or (3) if any material breach by County occurs of any other term of this Agreement which is not cured by County within thirty (30) days after notice of such violation or failure has been given by CSI to County. County recognizes that said confidentiality is of considerable value to CSI and that in the event of any such default of the confidentiality or any other default, CSI shall have the option to at any time thereafter terminate this Agreement by giving notice of termination to County and thereupon all sums owed by County hereunder shall become immediately due and payable to CSI and CSI may proceed with any or all other appropriate remedies provided for by law.
2. CSI shall be in default hereunder in the event of (1) a breach by CSI of any warranty expressly set forth herein or a material breach by CSI of any other term or condition of this Agreement, and CSI shall fail to cure such breach within thirty (30) days after notice of such breach is given by County to CSI or (2) CSI makes an assignment for the benefit of creditors, or commences or have commenced against it any proceedings in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws. In addition to any other remedies available to the County as provided in this Agreement, thirty (30) days following such notice of breach from County, County shall be entitled to terminate this Agreement by giving notice of termination to CSI. County has the option of continuing use of the Licensed Software and Redaction Software provided payment of the same.

IX. AGREEMENT EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written below, and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CSI: CSI - Computer Systems, Inc.

BY: _____
Kevin J. Cook
President

DATE: _____

COUNTY: Board of Commissioners of Vigo County

BY: Judith B. Anderson DATE: 5/14/19

Mark K... DATE: 5/14/19

Brad ... DATE: 5/14/19