

CS-24-177

# BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3838

**SECTION 1 - GENERAL INFORMATION**  
 Requesting Department: Procurement Contact Person: Lanaee Gilmore  
 Telephone: (904) 530-6043 Email: lgilmore@nassaucountyfl.com

**SECTION 2 - VENDOR INFORMATION**  
 Name: CobbleStone Systems Corp. dba CobbleStone Software  
 Address: 428 S. White Horse Pike  
 City: Lindenwold State: NJ Zip Code: 08021  
 Vendor's Administrator Name: Ashley Lange Title: Account Manager  
 Telephone: (866) 330-0056 Email: alange@cobblestonesystems.com

**SECTION 3 - VENDOR AUTHORIZED SIGNATORY**  
 Authorized Signatory Name: Bradford Jones Title: VP of Sales and Marketing  
 Authorized Signatory Email: bjones@cobblestonesystems.com  
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

**SECTION 4 - CONTRACT INFORMATION**  
 Contract Name: Contracts Management Software  
 Short Description of Product(s)/Service(s) Being Requested: Contract Management Software User Licenses  
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)  
 Procured Method:  Quotes  ITB  RFP  RFQ  Piggyback  Exemption  Sole Source  Single Source  
 Other: \_\_\_\_\_  
 Amount of Initial Contract Term: Estimated \$48,850.45 (Initial term 3 years) Cost is estimated and may change based on increase or decrease of user licenses.  
 Amount of Renewal Options (if applicable): Year 1: \_\_\_\_\_ Year 2: \_\_\_\_\_  
 Year 3: \_\_\_\_\_ Year 4: \_\_\_\_\_  
 Total Amount of Contract (Initial Term + Renewal Options): Estimated \$48,850.45 (Initial term 3 years with two, one year renewal options at up to 5% per year cap) (Estimate if necessary)  
 Account Number: #01250515-554020 FY25 \$16,761.51  
 Source of Funds:  County  State  Federal  Other: \_\_\_\_\_  
 County Authorized Signatory:  BOCC Chairman  County Manager  
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

**SECTION 5 - INSURANCE**  
 Insurance Category:  Category L  Category M  Category H  Other: with cyber and professional *MP*  
 Risk Manager Initials: \_\_\_\_\_

**SECTION 6 - AMENDMENT INFORMATION**  
 Contract Tracking No: \_\_\_\_\_ Amendment No: \_\_\_\_\_  
 Type of Amendment:  Renewal  Time Extension with Increase  Time Only Extension  Additional Scope  
 Supplemental Agreement  Other: \_\_\_\_\_  
 Contract Amount with Previous Amendments: \_\_\_\_\_ Amount of this Amendment: \_\_\_\_\_  
 New Contract Amount including this Amendment: \_\_\_\_\_  
 Account Code Change From: \_\_\_\_\_ To: \_\_\_\_\_  
 County Authorized Signatory:  BOCC Chairman  County Manager  
 (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

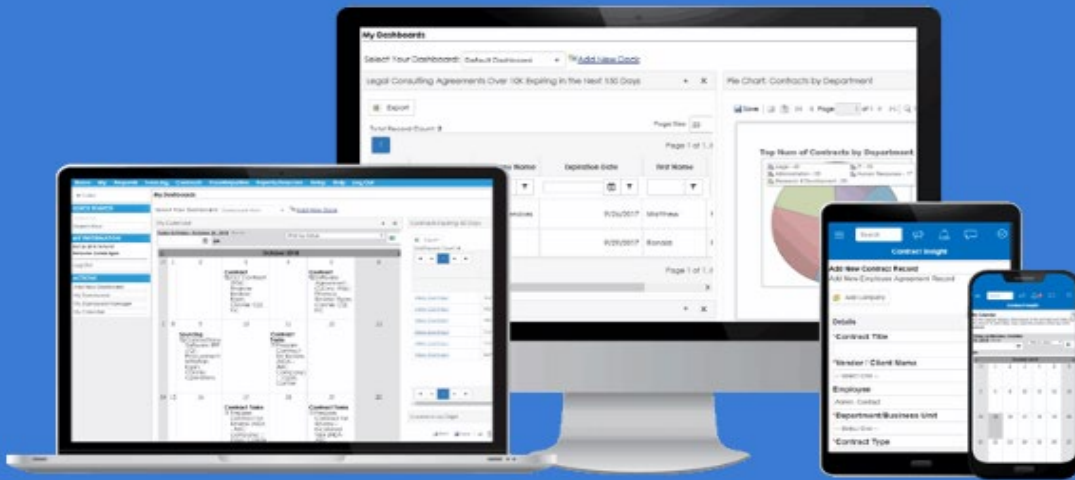
**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. <u>Lanaee Gilmore</u> <u>1/13/2025</u> Department Head/Contract Manager Date	3. <u>Lanaee Gilmore</u> <u>10/11/24</u> Procurement Date <i>(Signature required only if procurement related)</i>
2. <u>[Signature]</u> <u>10.14.24</u> <u>JP</u> Office of Mgmt. & Budget Date	4. <u>Denise C. May, Esq., BCS</u> <u>1/14/2025</u> County Attorney Date
<b>COUNTY MANAGER - FINAL SIGNATURE APPROVAL</b>	
<u>[Signature]</u> County Manager	<u>1/14/2025</u> Date

# CobbleStone<sup>®</sup> Software



## Contract Insight<sup>®</sup> Hosted Software License Agreement





## Contract Insight® Enterprise Software License and Hosting Services Agreement

This CobbleStone® Software license agreement ("Agreement") is entered into and by and between CobbleStone Systems Corp. d/b/a CobbleStone Software ("Company") located at 428 South White Horse Pike, Lindenwold, NJ 08021 and Nassau County, FL ("Licensee") located at 96135 Nassau Place, Yulee, FL 32097, (each a "Party" and collectively the "Parties").

WHEREAS, Company provides software such as Contract Insight Software, CobbleStone e-Procurement Software, CobbleStone Vendor Management Software, CobbleStone e-Sourcing Software, and other Company software products as commercial off-the-shelf software, and Company has experience in providing software application hosting services for its Licensed Software (as further defined in this Agreement) and is willing to provide services to Licensee based on this background; and

WHEREAS, Licensee seeks to license access to the Licensed Software and its Documentation provided by Company and desires to have hosting services for the Licensed Software provided by Company; and

WHEREAS, the Company has entered into a cooperative purchasing agreement with the General Services Administration (GSA) Federal Supply Schedule Contract ("GSA") contained in the Federal Supply Schedule 70 under contract GS-35F-0186W ("Federal Contract") containing Information Technology ("IT") Special Item Numbers ("SINs") referenced in the Federal Contract; and agrees License Software is a commercial computer software developed exclusively at private expense; and WHEREAS, the Federal Contract and related GSA regulations authorize local governments to purchase, on a best value basis, specific Company products and services awarded under the Federal Contract for the use of the local governments in accordance with the terms and provisions of the Federal Contract and eligibility requirements at <https://www.gsa.gov/policy-regulations/policy/acquisition-policy/eligibility-determinations>; and are governed and superseded by the terms and conditions stated in Federal Contract; and any terms shall be null and void to the extent they conflict with the terms stated in the Federal Contract;

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS

**"Activation"** means the point in time in which Licensee is provided with credentials to login and access the production instance (or other particular instance as referenced in Exhibit A) of the Licensed Software.

**"Concurrent End User"** means a user account that is currently logged into the Licensed Software during the Server Session time-out period. The total number of End Users under a Concurrent End User license model is the total number of users logged into the system during a Server Session time-out period.

**"Documentation"** means the user guides, online help/wiki, release notes, and training materials provided by Company to Licensee in connection with the SaaS Services, as updated and amended from time to time.

**"Downtime"** means the system being inaccessible for greater than fifteen continuous minutes between two independent locations (independent points of presence over the internet) from the application's external IP (internet protocol) address via http or https port and not accessible during the same fifteen continuous minutes time span.

**“End User”** means either the Named End User or Concurrent End User definitions herein, respective to the license model (concurrent or named) purchased in Exhibit A. The total End Users shall be defined in accordance with the total number of either Named End Users or Concurrent End Users utilizing the system in accordance with their respective definitions above indicated by license model purchased in Exhibit A.

**“Licensed Software”** means Company’s proprietary Contract Insight application software and/or website, including all features, functions, and add-on modules purchased or obtained from Company. Licensed Software includes any modifications, Updates, Upgrades, patches, services thereto, derivative works, and Feedback related to such software. The Licensed Software is considered delivered upon Activation.

**“Licensee”** means the customer designated as such above and includes its End Users.

**“Named End User”** means a user account that is set to active within the Licensed Software regardless of whether the user is actively using the system or not. The total number of End Users under a Named End User license model is the total number of activated users regardless of whether the user is actively logged in or not.

**“Priority Downtime”** means the timeframe Company reserves for the right to temporarily suspend services without notice to respond in an effort to protect Licensee’s data, apply emergency fixes, respond to hack attempts, data security events, other attacks, or viruses, protect the data center, and to respond to regulations as per applicable law.

**“Professional Services”** means the services identified as “Optional” services in Exhibit A, including training, implementation, integration, data migration, enhanced support, software escrow, and other such technical services. Professional Services, if purchased, are considered delivered when the service is performed in accordance with the items purchased in Exhibit A. Professional Services will be mutually scheduled between the Parties. Any services not purchased under Exhibit A are specifically excluded unless mutually agreed to in writing via a valid purchase order, service agreement, or amendment to this Agreement. Professional Services do not include SaaS Services.

**“SaaS Services”** means the services purchased by Licensee in Exhibit A, including (i) limited access to and use of the Licensed Software, (ii) hosting services, (iii) standard support/maintenance services, and (iv) other similar services provided by Company in accordance with the Documentation. SaaS Services do not include Professional Services.

**“Scheduled Maintenance”** means the daily time period that Company reserves to perform routine and scheduled maintenance on the data center, services, servers, operating systems patches, backups, upgrades, software, and other system maintenance. The system or Licensed Software application’s performance and response time may be slow or temporarily inaccessible during the Scheduled Maintenance window period. Company’s daily Scheduled Maintenance is between 1:00 AM and 4:00 AM in the time zone in which Licensee’s assigned data center is located.

**“Server Session”** means the time-out period set on the Licensed Software server that defines the length in time in minutes a user can remain in the system during a user’s active and inactive period.

**“Services”** means, collectively, Professional Services and SaaS Services.

**“Update”** means any engineering patch intended to fix bugs and errors in the Licensed Software.

**“Upgrade”** means a software patch or improvement provided by Company that replaces or improves a version of the Licensed Software with a newer version of the purchased Licensed Software.

## 2. DESCRIPTION OF SERVICES

Company will provide the following Services either directly or by acquiring them from third parties:

- 2.1 **Application Hosting Services.** Company will provide to Licensee the Licensed Software over the internet as a software-as-a-service (SaaS) from Company's or Company-retained third-party data center to the publicly facing internet connection IP address. Company will provide access to a single instance of the software application as specified in Exhibit A. Additional instances are excluded unless specified in Exhibit A. The Activation date for the Licensed Software will occur within fifteen (15) days (or as agreed to in writing between the Parties) after the execution of this Agreement, provided that Licensee timely supplies all necessary information to Company.
- 2.2 **Service Levels.** The production instance of the Licensed Software will be available from the web application server 99.9% of the time excluding Scheduled Maintenance, Priority Downtime, and Emergency Suspension (as described below) to perform server and data center maintenance. Response times are commensurate with the user's connection speed; for example, an average response time of a 1 MB file with a user connection speed of 1.544 Mbps would be seven (7) seconds that may vary based on a user's computer speed, hardware, memory, disk space and specifications. The application web service is defined as an http or https response from Company's server to the gateway IP address externally available to the Internet. Company will use commercially reasonable efforts to ensure the reliability and availability of SaaS Services under Company's control; however, due to internet complexities, specific user's hardware, operating system, processing speed, computer memory, internet connection, and items beyond the control of Company, Company cannot guarantee or warrant any specific level of availability to a user's computer. In the event there is a documented outage reported by Licensee and confirmed by Company and the Service Levels have not been met, Company shall issue to Licensee a credit in accordance with the purchased Service Levels. In no event will Company's maximum credit or liability to Licensee or any third party exceed the equivalent of the license fees paid for the month in which the outage occurred. Service Levels obligations and credit requirements shall apply only to production instances of the Licensed Software.
- 2.3 **Emergency Suspension.**
- (a) Right to Suspend Services. The Company may temporarily suspend access to the Services without prior notice if:
- (1) The suspension is necessary to address:
    - (a) A material security risk to the Services, Customer Data, or systems of the Service Provider or its other customers;
    - (b) Fraudulent, unlawful, or abusive activity involving the Services; or
    - (c) Any activity that may disrupt the integrity, functionality, or availability of the Services.
  - (2) Required to comply with applicable laws, regulations, or orders from law enforcement or regulatory authorities.
- (b) Notification. The Company will use reasonable efforts to notify the Customer of the suspension and the reasons for it as soon as practicable. If prior notice is not possible, the Company will notify the Customer promptly after the suspension begins.
- (c) Limitation on Suspension Duration. The Service Provider will limit the suspension to the minimum necessary to address the issue or comply with legal obligations and will use reasonable efforts to restore access as promptly as possible.
- (d) Customer Obligations. During the suspension, the Customer must cooperate with the Company to address the underlying cause of the suspension, including implementing recommended security or operational measures.

- (e) Termination Option. If the suspension continues for more than 30 days, the Customer may terminate the Agreement for cause upon written notice and may request a pro-rata refund of any unused prepaid fees for the period of suspension or termination.

- 2.4 **Maintenance Support.** Company will provide support to Licensee related to the Licensed Software product features. This will consist of responding to submitted support tickets as reasonably required to make Licensed Software perform as per its Documentation. Unless other support levels are purchased, the standard hours of support are 9:00 AM to 8:00 PM Monday through Friday (Eastern Time U.S.A.), exclusive of United States federal holidays. Emergency support includes 24-hour, 7-day support for mission critical problems with a targeted response time consistent with problem severity as designated by Company. Maintenance support will be provided in English unless translation services are specifically purchased in Exhibit A. Maintenance support excludes training, formal consulting services, and specific work relating to Licensee without an approved work order unless specifically purchased in Exhibit A. All other services will be provided on a fee basis.
- 2.5 **Additional Services.** Professional Services as purchased in accordance with Exhibit A shall be delivered based on the hours or items purchased and as per the requirements stated in Exhibit A. Scheduling for such Professional Services will be mutually agreed to between the Parties in advance and may be changed as mutually agreed to between the Parties. Any items not purchased in Exhibit A are specifically excluded from any deliverables. Charges for additional products or services as set forth in any subsequent purchase order or change order shall be as set forth in that agreement and subject to Company's then-current rates and policies. Licensee will provide the necessary resources and staff in a timely manner to: provide adequate requirements and business rules for configuration services (if purchased); attend training (if purchased); provide data in a standard format (if data import services are purchased); secure licenses to third-party products (if applicable); support the required integrations (if purchased); and administer the system successfully.
- 2.6 **Data Backups and Extracts.** In the event of a major disaster, recovery actions begin upon declaring a disaster and total recovery may take between twenty-four (24) and seventy-two (72) hours commensurate with the level of disaster.
- (a) Data Backups
    - (1) Backup Frequency. The Company will perform regular backups of Customer Data at intervals no longer than 24 hours to ensure data integrity and availability.
    - (2) Retention Period. Backups will be retained for a period of 30 days unless otherwise agreed in writing.
    - (3) Disaster Recovery. In the event of data loss or corruption, the Company will restore Customer Data from the most recent backup at no additional cost to the Customer, unless the loss was caused by the Customer's actions.
  - (b) Customer Access to Data
    - (1) Data Extracts: The Customer has the right to request a full extract of their data once annually in addition to once upon termination. Extracts will be provided in CSV format for all record metadata and in the document's native format for all electronic attachments. Requests for additional extracts may incur a reasonable fee as outlined in the Company's pricing policy.
    - (2) Data Portability. Upon request, the Company will provide the extract in a format compatible with industry standards to facilitate portability to another platform. Such formatting may incur a reasonable fee.
  - (c) Data Ownership and Responsibility:

- (1) Ownership. The Customer retains full ownership of all Customer Data stored within the Services.
- (2) Security. The Company will ensure that all backups and extracts are stored securely using industry-standard encryption and access controls.
- (d) Liability for Data Loss. The Company is not responsible for data loss caused by the Customer's actions, third-party integrations, or force majeure events. However, the Company will take reasonable steps to recover lost data when possible.

### 3. TERM AND TERMINATION

3.1 **Term.** The Initial Term of this Agreement shall be three (3) years from the date of Activation unless terminated as provided herein, with an option to renew for two (2) additional years.

3.2 **Termination.** Licensee may terminate this Agreement for any reason with thirty (30) days' written notice to Company. Either Party may terminate this Agreement immediately upon a material breach by the other Party that has not been cured within thirty (30) days after receipt of written notice of such breach.

3.3 **Effect of Termination.** Upon termination or expiration of this Agreement:

- (a) Company may immediately cease providing the SaaS Services and all license rights granted to Licensee under this Agreement shall terminate;
- (b) Licensee shall automatically consent to the termination of any software escrow agreement (if purchased) for the Licensed Software;
- (c) Licensee shall pay to Company all amounts due for Services provided prior to the date of termination for which Company has not yet been paid. If Company terminates this Agreement due to a breach by Licensee, Company may also recover from Licensee any charges and costs for damages Company may have sustained due to Licensee's breach, including but not limited to reasonable attorney's fees and collection fees;
- (d) Unless terminated due to a breach by Licensee, Company shall refund to Licensee any pre-paid, unused fee amounts for the portion of the contract term remaining, less any amounts due to Company by Licensee as per subsection (c); and
- (e) Company will retain Licensee's data for thirty (30) days after termination; thereafter, Company may decommission and purge Licensee's data. Within fifteen (15) days after the effective date of the termination, or otherwise as agreed to between the Parties in writing, Company will provide one (1) extract of Licensee's data to Licensee.

### 4. PRICING AND PAYMENT

4.1 **Invoicing and Payments.** Licensee will be invoiced for license fees, annual support/maintenance fees, and the one-time deployment fee upon Activation. Licensee will be invoiced monthly for Professional Services performed that month. For usage or commitment plan based pricing (if specified in Exhibit A), Company shall invoice Licensee for the total amount of the committed or usage plan in the amounts and quantities specified in Exhibit A. For usage that is over the volume specified in Exhibit A, Company may invoice Licensee at the current plan's unit price specified in Exhibit A for the usage levels that month that exceed the current plan specified in Exhibit A. Document storage and usage calculations may be calculated monthly and invoiced each month based on the current usage levels per month.

Pricing for license fees and other annualized fees during the Initial Term will remain fixed at rates specified in Exhibit A based on volume purchased. Rate increases (if any) for license fees and annualized fees after the Initial

Term are capped and will not exceed five percent (5%) per year, which shall include increasing disk space / data usage in the Licensee's database, continued backups of Licensee data, new system features for licensed modules, system patches, support, data center improvements, overhead, changes to improve system performance, and replacement of aging hardware. After the Initial Term, Company may increase its charges once annually upon thirty (30) days' notice via invoice subject to any rate cap set forth herein.

All pricing and currency amounts are expressed in United States Dollars. Payment is due within forty-five (45) days of Licensee's receipt of any valid invoice from Company. Unless expressly provided otherwise, all fees paid by Licensee are non-refundable.

- 4.2 **Past Due Payments.** Licensee is in material breach of this Agreement, and Company may suspend or terminate the SaaS Services, if payments for valid invoices are not made in accordance with the payment terms stated herein. Suspension of the SaaS Services shall not release Licensee of its payment obligations under this Agreement. In accordance with the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes, interest charges of 1.00% per month (or the highest rate permissible under law, if less) may accrue on amounts not received when due.

## 5. TITLE AND LICENSING

- 5.1 **Intellectual Property.** Unless expressly provided otherwise, Company retains all ownership of and intellectual property rights in and to the Licensed Software, Documentation, and Services, including without limitation copyrights, trademarks, and trade secrets, and all modifications, enhancements, changes, and additions thereto (whether initiated by Company or in response to Licensee's request) (collectively, "Company IP"). To the extent Licensee acquires rights in Company IP, Licensee assigns such rights to Company. All Company IP constitutes valuable trade secrets of Company and shall be considered Confidential Information.
- 5.2 **Licensee Data.** Unless expressly provided otherwise, Licensee retains all right, title, and interest in any proprietary or confidential materials provided to Company by Licensee in connection with Company's provision of the Services (collectively, "Licensee Data"). All Licensee Data shall be considered Confidential Information. Licensee is solely responsible for ensuring that any Licensee Data input to the Licensed Software does not infringe or misappropriate the copyright, trademark, trade secret, or other intellectual property rights of any third party or contain obscene or malicious content. Company is not liable for the content of Licensee Data.
- 5.3 **License Grant.** Subject to and conditioned on the terms of this Agreement, including requirements for payment of license fees, Company hereby grants to Licensee a non-exclusive, non-transferable, and non-sublicensable right to access and use the Licensed Software and Documentation, as specified in Exhibit A. Licensee acknowledges that the Licensed Software is being licensed, not sold.
- 5.4 **Limitations of Use.** Company reserves all rights not expressly granted in this Agreement. Licensee may not: (i) copy, rent, lease, sell, provide unlicensed access to, or otherwise transfer or distribute the Licensed Software or Documentation to others; (ii) reverse assemble, reverse compile, or otherwise attempt to create or modify the source code from the Licensed Software; (iii) utilize Licensed Software for more End Users than the number of licenses for which it has paid a license fee; (iv) remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in the Licensed Software or Documentation; (v) export the Licensed Software or Documentation, or any copies thereof, to any End User in violation of applicable laws and regulations; (vi) combine the Licensed Software with third-party software, unless expressly approved in writing by Company; or (vii) access the Licensed Software or Documentation in order to create or improve a similar or competitive product. Except for the license granted hereunder, this Agreement does not and shall not be construed as transferring ownership rights, title to, or interest in the Licensed Software, Documentation, or any related materials to Licensee or to any third party.
- 5.5 **Limitations of Use – AI.** Licensee may not use any artificial intelligence ("AI") products or services included in or incorporated within the Licensed Software for the following: (i) as part of an automated decision-making process



with legal effects, unless the final decision is made by a human being; or (ii) to provide advice that would normally be provided by a licensed professional, including but not limited to legal, medical, or financial advice.

- 5.6 **Feedback.** Company may use any communications or materials provided by Licensee or its employees or affiliates suggesting or recommending changes to the Services, new features, or functionality related thereto, or any comments, questions, suggestions, or the like ("Feedback"). Licensee hereby grants to Company a royalty-free, irrevocable, perpetual license to use, for any purpose and without any attribution or compensation, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback. Nothing in this section requires Company to use Feedback in any way.

## 6. LICENSEE RESPONSIBILITY

- 6.1 **Unauthorized Disclosure or Use.** Licensee agrees not to use or perform any process, program, or tool for the purposes of guessing passwords, denial of service attacks, or to make unauthorized attempts to access or compromise the Licensed Software, other systems, or networks, or other processes that may impact the security or integrity of the Licensed Software. Licensee agrees to use reasonable efforts to prevent and protect the Licensed Software and Documentation from unauthorized disclosure or use. Licensee shall notify Company within twenty-four (24) hours of any known or suspected unauthorized disclosure or use. Licensee acknowledges that Company will assist local, state/provincial, and federal authorities in the prosecution of any illegal activities.
- 6.2 **Harmful Code, Malware, and Viruses.** Licensee will use commercially reasonable efforts to prevent harmful files, malware, viruses, intrusion, hacks, and denial of service attacks into the Licensed Software and provide adequate security protection for its End Users. If harmful code, virus, or malware is found to have been introduced into the Licensed Software by Licensee or its End Users, Licensee will notify Company within twenty-four (24) hours of discovery and Licensee shall cooperate with Company to eliminate and mitigate the effects of the harmful code, virus, or malware at Licensee's expense.
- 6.3 **Compliance with Laws and Regulations.** The Licensee agrees not to use the Services or Licensed Software in violation of applicable laws or regulations, including but not limited to posting any data in violation of applicable laws, regulations, or export control laws and regulations. This prohibition includes, but is not limited to, the transmission of bulk e-mail often referred to as "spam" e-mail, the transmission of copyrighted material without permission of the copyright holder, threatening or obscene material, and disclosing trade secrets. The Services provided hereunder are not intended for use by users located in foreign countries that may regulate the availability or use of such services and such use may carry inherent risks associated with foreign government laws, rules, or regulations, including but not limited to limitations of use by such governments and limited access to telecommunication or internet services and shall not constitute a breach of this Agreement by Company (including Service Level obligations, if any) and in no event shall Company be liable to Licensee or any party for any damages, fines, penalties, credits, rebates, or other fees related to such. Any violation of applicable laws or regulations that regulate this Agreement shall constitute a material breach by Licensee.
- 6.4 **Third-Party Licenses.** Licensee is responsible for licensing separately its use of any third-party products or components. Company does not provide licenses to third-party products, software, components, or services.
- 6.5 **Licensee Bankruptcy and Default.** Licensee will be considered in material breach of this Agreement in the event Licensee becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts when due; or fails within ten (10) days after receiving written notice to remedy any breach of this Agreement.

## 7. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, sent through e-mail, or deposited in official mail, postage prepaid, via standard carrier addressed as follows:

If for Licensee:

Procurement Director  
Nassau County, FL  
96135 Nassau Place Ste. 2  
Yulee, FL 32097

If by e-mail: \_\_\_\_\_lgilmore@nassaucountyfl.com\_\_\_\_\_

If for Company:

CobbleStone Systems Corp.  
Attn: Legal  
428 South White Horse Pike  
Lindenwold, NJ 08021

If by e-mail: Legal@CobbleStoneSoftware.com

E-mail shall be an acceptable form of delivery if confirmed by recipient. Mailing and e-mail addresses may be changed from time to time by either Party by providing written notice to the other Party in the manner set forth above.

## 8. CONFIDENTIAL INFORMATION

- 8.1 **Confidential Information.** Under this Agreement, "Confidential Information" means all proprietary or confidential information disclosed by a Party to another Party pursuant to this Agreement. Confidential Information shall include the Licensed Software, Documentation, Company IP, Licensee Data, the terms and conditions of this Agreement, all programming, processes, screens, employee names, customers, pricing, plans, and other items commonly regarded in business as confidential. Confidential Information shall not include information or material that (a) was in the public domain at the time it was communicated to the receiving Party by the disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the receiving Party by the disclosing Party through no fault of the receiving Party or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this Agreement); (c) was in the receiving Party's possession free of any obligation of confidence at the time it was communicated to the receiving Party by the other Party; (d) was rightfully communicated to the receiving Party free of any obligation of confidence subsequent to the time it was communicated to the receiving Party by the other Party; (e) was developed by employees or agents of the receiving Party independently of and without reference to or use of any confidential information communicated to the receiving Party by the disclosing Party; or (f) was communicated by the disclosing Party to an unaffiliated third party free of any obligation of confidence.
- 8.2 **Nondisclosure.** Except where required by Florida Law, each Party agrees to hold the Confidential Information of the other Party in strict confidence and to not disclose such Confidential Information to any third party in whole or in part, except as approved in writing by the disclosing Party or as legally required. The receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information. Neither Party shall attempt to examine, copy, alter, "reverse engineer," tamper with, or otherwise misuse Confidential Information of the other Party except as strictly necessary for the purpose for which it is being disclosed. The obligations under this section shall continue notwithstanding the termination or expiration of this Agreement.
- 8.3 **Exceptions.** Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Licensee Data and Feedback provided by Licensee as suggestions to improve or update the services and data derived therefrom), and Company will be permitted to: (i) use such to improve and enhance the Services or Licensed Software and for other development, diagnostic, and corrective purposes in connection with the Services and other Company

offerings; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

## 9. WARRANTIES AND DISCLAIMERS

### 9.1 Warranties. Company warrants that:

- (a) all goods utilized by Company in providing the Services will be in good working order and will conform to the Documentation on the date installed;
- (b) all work performed by Company in providing the Services will be performed in a good and workmanlike manner;
- (c) the Licensed Software shall perform in all material respects in accordance with the Documentation and shall be free from known material defects in workmanship. In the event of any such defects, Company agrees to correct the defect or replace the defect within ninety (90) days from the date reported, or as agreed to between the Parties, or if Company determines that correction is not commercially reasonable, either Party may terminate this Agreement and Company will refund to Licensee a pro-rated portion of the prepaid annual license and hosting fees remaining; provided, however, that Company is notified by Licensee in writing of such defects within thirty (30) days of the date of the occurrence of the confirmed defect. Due to the complex nature of software, the Internet, and computer systems, Company does not warrant that the Licensed Software is completely error-free, will operate without interruption, or is compatible with all equipment and software configurations. The Licensed Software allows authorized End Users to add, alter, and delete data in a manner consistent with the functionality of the Licensed Software which may not be recoverable by Company outside of the backup retention period. Licensee expressly assumes all risk for its data and use.
- (d) Company has sufficient legal rights to provide the Services to Licensee.

### 9.2 Warranties Disclaimer. **THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### 9.3 Additional Disclaimers. Licensee acknowledges that information available from or through the Licensed Software or any interconnecting networks may not be valid or accurate and Licensee assumes responsibility for the review and accuracy of such data and its use of the Licensed Software. Company cannot and does not provide legal advice for Licensee. Services provided by Company are for the purposes of providing the Licensed Software in accordance with its Documentation. Company makes no other warranties of any kind, either express or implied, regarding the quality, accuracy, or validity of the Licensed Software, data, and/or information residing on or passing through any such networks. Licensee acknowledges that Company cannot and will not be responsible for any data or content of such data transmitted over the Internet or stored on any servers or equipment that are used for the purpose of providing the Services, including but not limited to internet connectivity, web hosting, server allocation, or dedicated web hosting. The use of any information obtained from or through the Services will be at Licensee's own risk. Company has no obligations under this Agreement with respect to any data created, stored, or transmitted outside of the Licensed Software.

## 10. INDEMNIFICATION

### 10.1 Company Indemnification. Company agrees to hold harmless and indemnify Licensee, its employees, directors, and affiliates from any claim, demand, or cause of action by a third party alleging that the SaaS Services (when used in accordance with this Agreement) infringe any United States patent, trademark, or copyright of such third party (an "IP Claim"), provided that (i) Licensee notifies Company promptly in writing upon becoming aware of any potential IP Claim; (ii) Licensee gives Company sole control of the defense and settlement of such IP Claims;

(iii) Licensee cooperates fully with Company in the defense and settlement of such IP Claim and does not attempt to deliberately damage Company's defense of such IP Claim; and (iv) Licensee does not settle any IP Claims without Company's prior written consent.

- 10.2 **Licensee Indemnification.** Subject to the limits as set forth in Section 768.28, Florida Statutes, Licensee agrees to hold harmless and indemnify Company, its employees, directors, and affiliates from any claim, demand, or cause of action and all damages, judgments, decrees, costs, and expenses (including reasonable attorneys' fees) arising from (i) Licensee's misuse of the Services or Licensed Software; (ii) any violation by Licensee of any terms of this Agreement; (iii) any intellectual property claims arising from Licensee's content or data; (iv) Licensee's failure to comply with applicable laws or regulations. Licensee acknowledges and agrees that Company may block access to Licensed Software if either Party receives notice of any violation, and Licensee agrees to indemnify and hold Company harmless from any claim, demand, or cause of action and all damages, judgments, decrees, costs, and expenses (including reasonable attorneys' fees) related to blocking such access or such notice.
- 10.3 **Company Limitation.** Company's indemnification or liability obligations shall not apply to the extent the damages relate to or arise out of (i) the specific content of Licensee's data; (ii) unauthorized use, misuse, and/or alteration of the Services and/or the Licensed Software by Licensee; (iii) data stored outside of the Licensed Software; (iv) intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or the negligence or bad faith of Licensee; (v) damages which could have been avoided by the reasonable acts or omissions of Licensee; or (vi) any act or omission of Licensee resulting in death or bodily injury.

## 11. LIMITATION OF LIABILITIES

- 11.1 **Limitation of Liability.** LICENSEE AGREES THAT COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ACTS OF GOD, FOR ACTS BEYOND THE CONTROL OF COMPANY, THIRD-PARTY SOFTWARE BUGS, IMPROPER THIRD-PARTY APPLICATION ARCHITECTURE, OR THIRD-PARTY IMPROPER APPLICATION IMPLEMENTATION. IN NO EVENT WILL COMPANY BE LIABLE FOR LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE LICENSEE BY ANY THIRD PARTY. IN THE EVENT OF ANY BREACH BY COMPANY HEREUNDER, LICENSEE'S SOLE REMEDY SHALL BE THE ADJUSTMENT, REPAIR, OR REPLACEMENT OF THE GOODS OR SERVICES AS DEEMED APPROPRIATE BY COMPANY. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY EXCEED THE LICENSE FEES PAID BY LICENSEE TO COMPANY IN THE TWELVE MONTHS PRIOR TO BREACH.

## 12. GENERAL

- 12.1 **Assignment.** Licensee's rights to use the Services and Licensed Software are non-exclusive, non-transferable, and non-sublicensable. Licensee shall not attempt to assign or transfer any rights or obligations under this Agreement without the prior written approval of Company. Any attempt to assign this Agreement in violation of the provisions of this Agreement will be void and of no force or effect.
- 12.2 **Data Processing.** The Data Processing Agreement, attached hereto as Exhibit B, is incorporated into this Agreement.
- 12.3 **Implementation Plan.** A sample Implementation Plan, attached hereto as Exhibit C, is incorporated into this Agreement.
- 12.4 **Nassau County Addendum.** The County Addendum to License Agreement, attached hereto as Exhibit D, is incorporated into this Agreement.
- 12.5 **Open Source.** Open Source disclosures are available at <https://wiki.cobblestonesoftware.com/docs/opensourcesoftware>

- 12.6 **Performance.** Company's performance hereunder shall be excused where delayed or hindered by war, riots, embargoes, strikes or other concealed acts of workmen, casualties, accidents, epidemics, pandemics, acts of nature (including flood or earthquake), or other occurrences beyond Company's control. Company shall notify Licensee in the event of any of the foregoing occurrences. Should such occurrence continue for more than thirty (30) days, either Party may terminate this Agreement.
- 12.7 **Dispute resolution.** Any dispute, matter, controversy, or claim arising out of or related to this Agreement should first be attempted to be resolved by good faith negotiations between management. If unsettled, the Parties will attempt to mediate through non-binding mediation in accordance with the mediation procedure then in effect of the Center for Public Resources ("CPR"), or if CPR is not agreeable, JAMS (as mutually agreed to between the Parties in advance), or as agreed to between the Parties. The mediation shall be conducted remotely, in Florida, or at another location agreed to between the Parties. The mediator shall be neutral, independent, and disinterested and shall be selected from a professional mediation firm. The Parties shall promptly confer to select a mediator by agreement.
- 12.8 **Waiver.** The waiver by either Party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Any legal action arising out of Company's provisioning of the Services, including the failure, malfunction, or defect in the Services or Licensed Software, shall be brought within one year of the occurrence or is deemed waived.
- 12.9 **Publicity.** Neither Party shall publicize the nature of any disputed matters, or the proceedings or outcomes of any good faith negotiation pursuant to this section. Company may disclose Licensee's name in bids, proposals, press releases, audits, or as required by applicable laws or regulations, or as legally compelled to do so.
- 12.10 **Independent Contractor.** Nothing in this Agreement will be construed to create an agency, joint venture, partnership, or other form of association between the Parties. Neither Party has the right or authority to make any contract, representation, or binding promise of any nature on behalf of the other Party, and neither Party will hold itself out as having such right or authority.
- 12.11 **Entire Agreement.** This Agreement and any exhibits thereto represent the complete Agreement and understanding between Company and Licensee with respect to the subject matter herein. In the event of a conflict of terms, with the exception of the County Addendum attached hereto as Exhibit D, the terms herein supersede any other written or oral agreement. The terms and conditions of this Agreement may only be modified in writing and must be signed by Company and Licensee.
- 12.12 **Survival.** If any part of this Agreement is found to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect. Sections 3 (Term and Termination), 4 (Pricing and Payment), 5.4 (Limitations of Use), 8 (Confidential Information), 9.3 (Additional Disclaimers), 10 (Indemnification), 11 (Limitation of Liabilities), and 12 (General) shall survive the expiration or termination of this Agreement.
- 12.13 **Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is meant to confer any benefits on any third party unless it expressly states that it does.
- 12.14 **Legal Counsel.** Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In any construction to be made of this Agreement, the parties agree the Agreement shall not be construed against either Party on the basis of that Party being the drafter of such language.
- 12.15 **Headings and Captions.** Headings and captions used in this Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

12.16 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflict of law principles. The United Nations Convention for the International Sale of Goods shall not apply.

12.17 **Signatures.** This Agreement, and any amendment or supplement hereto, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all of which together shall constitute one instrument. The execution of any such amendment or supplement by any Party will not become effective until all the Parties have executed counterparts hereto or thereto. This Agreement and any amendment(s) or supplement(s) may be executed by facsimile or electronic signatures, which signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties named below, by signatures of their duly authorized representatives, have executed this Agreement on the dates set forth below, the latter of which shall be the effective date of the Agreement.

**Accepted by Licensee:**

NASSAU COUNTY, FL



1/14/2025

\_\_\_\_\_  
Signature / Date

**Taco Pope, AICP/County Manager**

\_\_\_\_\_  
Printed Name / Title

**Accepted by Company:**

COBBLESTONE SYSTEMS CORP.

*Mark Nastasi, VCHR* 1/13/2025

\_\_\_\_\_  
Signature / Date

**Mark Nastasi, VCHR**

\_\_\_\_\_  
Printed Name / Title

Exhibit A – Licenses, Deliverables, and Pricing

Proposed Web Address: <https://nassaucountyfl.cobblestone.software/>

Data center location: [United States Eastern](#)

<b>SaaS: Contract Insight Enterprise <u>Named</u> -                      Contract Management Software (annual hosted)                      Solicitation Number: FCIS-JB-980001-B</b>	<b>GSA Price                      With IFF                      Year 1</b>	<b>GSA Price                      With IFF                      Year 2                      Estimated</b>	<b>GSA Price                      With IFF                      Year 3                      Estimated</b>
Contract Insight Enterprise - Contract Management Software - Core - SaaS Hosted (one instance) Annual Subscription License Contract Insight Enterprise SaaS Hosted - Core System License; Includes unlimited Read-Only user licenses GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W with full system features, e-mail alerts, workflow, templates as per GSA Schedule 70, Cooperative Purchasing	\$4,368.77	\$4,499.83	\$4,634.83
- Total ADMIN Users: 2 Total ADMIN Users Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Admin Users License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	\$819.84	\$844.44	\$869.77
- Total SUPER Users: 2 Total SUPER Users Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Super Users License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	\$611.54	\$629.89	\$648.78
- Total STANDARD Users: 40 Total STANDARD Users Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Standard Users License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	\$9,546.80	\$9,833.20	\$10,128.20
- Add-on Module: Document Authoring & eSign Module Annual Subscription License -NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	not selected	\$0.00	\$0.00
- Add-on Module: Solicitation Management Module Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	not selected	\$0.00	\$0.00
- Add-on Module: 132.32 Vendor/Client Collaboration Gateway Portal Module Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	not selected	\$0.00	\$0.00

- Add-on Module: 132.32 Public Access Gateway Portal Module Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	not selected	\$0.00	\$0.00
- Add-on Module: Purchase Order Management Module Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; Open Market - Non GSA	not selected	\$0.00	\$0.00
- Add-on Module: Database Integration Management Module Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; 1 Integration Connection Open Market - Non GSA	not selected	\$0.00	\$0.00
- Add-on Module: Third-Party eSign Connection Manager Module Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; Requires license purchased from 3rd party eSign provider Open Market - Non GSA	no charge		
- Add-on Module: FAR Library & Forms (SF) Manager Component Add-On Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; Price pending further review of requirements Open Market - Non GSA	not selected	\$0.00	\$0.00
- Add-on Module: Active Directory Federated Services SSO Connector Module Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	no charge		
- Add-on Module: One (1) Additional Add-on SaaS DEV/STAGE/TEST Environment @ 50% of Licensing (50% SLA, No Backups) Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; Open Market - Non GSA	not selected	\$0.00	\$0.00
Setup System - One Time Fee Open Market - Non-GSA	\$1,534.70		
One-time Discount: Setup System - One Time Fee Open Market - Non-GSA	-\$1,534.70		
Annual Support/Maintenance (for items selected above)	included		
Optional: Admin Training Session instructor lead; Remote session up to 10 users max per session: 10 hours sessions @ \$117.88 per hour - GSA with IFF - Online Training SIN 611420 / 132.50 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	\$1,178.80		



Optional: End User Training Session instructor lead; Remote session up to 10 users max per session: 2 hours sessions @ \$117.88 per hour - GSA with IFF - Online Training SIN 611420 / 132.50 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	\$235.76		
Optional: End User Training Session instructor lead; Onsite Training in the United States of America (does not include travel fees) (per day; one day minimum): 1 day session @ \$2,176.20 per day - GSA with IFF - Onsite Training SIN 611420 / 132.50 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	not selected		
Optional: IT/Technical Training Session - Remote	not selected		
Optional: System Configuration Consultation Work Session Professional Services - Remote (Best Practices online consultation services for initial or ongoing configuration) 40 Hours at \$140 per Hour - <b>Open Market - Non GSA</b>	<del>\$5,600.00</del>		
Optional: Template Configuration Consultation Work Session Professional Services - Remote (Best Practices online consultation services for initial or ongoing configuration) XX Templates at 2 hours per template at \$140 per Hour - Open Market - Non GSA	not selected		
Optional: Workflow Configuration Consultation Work Session Professional Services - Remote (Best Practices online consultation services for initial or ongoing configuration) XX Workflows at 4 hours per template at \$140 per Hour - Open Market - Non GSA	not selected		
Optional: Project Management Professional Services - Remote (Best Practices online consultation services for initial or ongoing configuration) XX hours at \$180 per Hour - Open Market - Non GSA	not selected		
Optional: DBI (Database Integration Manager) Setup/Configuration Consultation Hours Professional Services - Remote XX hours at \$160 per Hour - Open Market - Non GSA	not selected		
Optional: FAR Information Update Professional Services Annual Services (Pending final review of requirements) Open Market - Non GSA	not selected	\$0.00	\$0.00
Optional Services: Data Import - Contracts - 1 Source - Online Services Up to 1,700 Records with up to 20 user-defined fields Assumes structured/spreadsheet format for data/field mapping Estimated pending final CobbleStone review of data - <b>Open Market - Non GSA</b>	<del>\$2,380.00</del>		
Optional Services: Attachment Files/Documents - Remote Web Up to XX electronic Contract Files/Attachments Assumes unique, logical identifier to match contract electronic file with contract metadata record Estimated pending final CobbleStone review of data - Open Market - Non GSA	not selected		
Optional Services: Application Functionality Customization	not selected		
Optional Services: Report Customization	not selected		

<p>Optional Services: Tyler MUNIS Meta Data Integration Scheduled Services - Remote Web</p> <ul style="list-style-type: none"> <li>- Contract metadata from CSS to Tyler Munis</li> <li>- Contract metadata to CSS from Tyler Munis</li> <li>- Vendor metadata from CSS to Tyler Munis</li> <li>- Vendor metadata to CSS from Tyler Munis</li> <li>- Employee metadata from CSS to Tyler Munis</li> <li>- Employee metadata to CSS from Tyler Munis</li> <li>- PO Line Items and Invoices from CSS to Tyler Munis</li> <li>- PO Line Items and Invoices metadata to CSS from Tyler Munis</li> </ul> <p>*assumes that a) there is access to an API or b) Nassau County has the ability to batch <b>provide</b> and/or receive CSV flat files of information</p> <p>Estimate pending final CobbleStone review of requirements</p> <p>Open Market - Non GSA</p>	not selected		
<p>Optional Services: Annual Support for Customization/Integration Services</p> <p>Open Market - Non GSA</p>	\$0.00	\$0.00	\$0.00
<p>ESTIMATED Onsite Training Travel Expenses: Pending final review of requirements and subject to recalculation based on award.</p> <p>*Estimate only. Actual travel fees will be invoiced based on actual fees with no markup.</p> <p>Open Market - Non GSA</p>	not selected		
<p><b>Total (travel not included in pricing)</b></p>	<del>\$24,741.51</del>	<del>\$15,807.36</del>	<del>\$16,281.58</del>

**\$16,761.51**

\* Product features can be found at <https://www.cobblestonesoftware.com/solutions/compare-contract-management-software-editions>.

Orders. a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the GSA contract price schedule. Such orders may be issued from this contract effective date through its term end. (b) All delivery orders or task orders are subject to the terms and conditions of this contract and the GSA Contract. In the event of conflict between a delivery order or task order and this contract, the GSA Contract shall control. (c) A delivery order or task order is considered "issued" when: (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail; (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or (3) If sent electronically, the Government either: (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or (ii) Distributes the delivery order or task order via email to the Contractor's email address. (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

Exhibit B – Data Processing Agreement

## Data Processing Agreement

**THIS DATA PROCESSING AGREEMENT (“DPA”) IS MADE**

**BETWEEN**

- (1) CobbleStone Systems Corp. DBA: CobbleStone Software of 428 S White Horse Pike Lindenwold, NJ 08021 United States (“**CobbleStone**”); and
- (2) the Client (as defined as Customer or Licensee in the Main Agreement) (“Client”) for the Services (“**Licensee**”).

**BACKGROUND**

- (A) This DPA forms part of CobbleStone System Corporation Contract Insight Enterprise Application Software Hosting Services Agreement, terms of use, or other written or electronic agreement(s) (collectively the “**Main Agreement**”) by and between CobbleStone and the Licensee for the Services.
- (B) CobbleStone may process certain Personal Data on behalf of the Licensee in connection with its supply of Services to the Licensee. The parties wish to set out the scope and roles of such processing in this DPA and so as to comply with any applicable Data Protection Laws.

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following words and expressions have the following meanings:

<b>“Adequate Country”</b>	a country or territory that is recognized under Data Protection Laws as providing adequate protection for Personal Data
<b>“Affiliate”</b>	any entity that directly or indirectly controls, is controlled by or is under common control with, another entity
<b>“Data Protection Laws”</b>	either EU Data Protection Laws or UK Data Protection Laws, as applicable
<b>“EU Data Protection Laws”</b>	applicable EU GDPR and laws implementing or supplementing EU GDPR
<b>“EU GDPR”</b>	shall mean the General Data Protection Regulation (EU) 2016/679
<b>“Personal Data”</b>	all 'personal data' under Data Protection Laws and to which Data Protection Laws apply, and which is provided by the Licensee to CobbleStone, and accessed, stored or otherwise processed by CobbleStone as a processor as part of its provision of the Service to Licensee

<b>"Processing", "controller", "data subject", "supervisory authority", "Commissioner" and "processor"</b>	shall have the meanings ascribed to them in the EU GDPR / UK GDPR (as applicable)
<b>"Security Breach"</b>	shall mean any breach of security leading to the accidental loss, destruction or damage or unlawful processing, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by CobbleStone, its sub-processors, or any other identified or unidentified third party
<b>"Services"</b>	certain commercial off-the-shelf (out of the box) contract management software as further described in the Main Agreement
<b>"Standard Contractual clauses"</b>	has the meaning given to it in <b>clause 2.11</b>
<b>"UK Addendum"</b>	has the meaning given to it in <b>clause 2.11</b>
<b>"UK Data Protection Laws"</b>	UK GDPR and the Data Protection Act 2018
<b>"UK GDPR"</b>	the EU GDPR as implemented in the UK.

- 1.2 All capitalized terms not defined herein shall have the meanings set forth in the Main Agreement. Each of Licensee and CobbleStone may be referred to herein as a "party" and together as the "**parties**".
- 1.3 Any words following the words "**include**", "**includes**", "**including**", "**in particular**" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.
- 1.4 To the fullest extent permitted by law, any exclusion or limitation of liability provisions in the Main Agreement shall apply equally mutatis mutandis to this DPA (or, if not permissible, such provisions shall be amended to the extent necessary to enable such clauses to apply lawfully to, and be enforceable under, this DPA).
- 1.5 This DPA is effective as of the date it is signed by both parties, or when personal data is first shared in relation to the Services, whichever is earlier.
- 1.6 References to any legislation or legislative provision will include any subordinate legislation made under it and will be construed as references to such legislation, legislative provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.
- 2. DATA PROTECTION**
- 2.1 The type of Personal Data processed pursuant to this DPA and the subject matter, duration, nature and purpose of the processing, and the categories of data subjects, are as described in Attachment A.
- 2.2 CobbleStone warrants in relation to Personal Data (for which CobbleStone hosts), that it will comply with the obligations applicable to it under Data Protection Laws. As between the parties,

the Licensee shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which the Licensee acquired Personal Data.

- 2.3 In respect of the parties' rights and obligations under this DPA regarding the Personal Data, the parties hereby acknowledge and agree that the Licensee is the controller and CobbleStone is the processor. CobbleStone agrees that it shall process all Personal Data on behalf of the Licensee as the Licensee's appointed processor in accordance with its obligations pursuant to this DPA and only those Licensee instructions as set out in this DPA and the Main Agreement, unless and until agreed otherwise in writing and signed by the parties or, if applicable, any applicable change control process set out in the Main Agreement.
- 2.4 With respect to all Personal Data, CobbleStone shall:
- 2.4.1 only process Personal Data in accordance with the provisions of this DPA and any prior written instructions from the Licensee in accordance with the Main Agreement (unless CobbleStone is required to process Personal Data to comply with applicable law to which the CobbleStone is subject, in which case CobbleStone will, wherever it is possible to do so under applicable law and, wherever practicable, notify the Licensee of such legal requirement prior to such processing);
  - 2.4.2 as soon as reasonably practicable upon becoming aware, inform the Licensee if, in CobbleStone's opinion, any instructions provided by the Licensee under Clause 2.4.1 infringe the Data Protection Laws, and if so, CobbleStone will be entitled not to carry out, or may suspend, the processing of the affected Personal Data (in whole or in part) and will not be in breach of this DPA or otherwise liable to the Licensee as a result of its failure, delay or suspension to carry out that processing;
  - 2.4.3 implement reasonable technical and organizational measures as are commensurate with the sensitivity of the Personal Data in question to ensure a level of security appropriate to the risks that are presented by the processing of Personal Data, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data;
  - 2.4.4 ensure that only authorized personnel have access to such Personal Data and that any persons whom it authorizes to have access to the Personal Data are under obligations of confidentiality;
  - 2.4.5 as soon as practicable and without undue delay, but in any event, where feasible, within 72 hours of becoming aware of a confirmed Security Breach (such confirmation being provided by CobbleStone's information security team), subject to any applicable confidentiality restrictions relating to any security incident;
  - 2.4.6 promptly provide the Licensee with reasonable cooperation and assistance (at reasonable costs to be agreed in advance by the Parties, unless the Security Breach is caused by CobbleStone's breach of its security obligations under this DPA in which case CobbleStone will bear its own costs in relation to such cooperation and assistance) in respect of a Security Breach as required by Data Protection Laws;
  - 2.4.7 without undue delay notify the Licensee if it receives a request from a data subject to access, rectify or erase that individual's Personal Data, or if a data subject objects to the processing of, or makes a data portability request in respect of, such Personal Data (each a "**Data Subject Request**"). Upon Licensee's request, at reasonable costs to be agreed in advance by the Parties, CobbleStone shall provide reasonable assistance to the Licensee to facilitate such Data Subject Request to the extent able and in line with applicable law;
  - 2.4.8 other than to the extent required to comply with applicable law, following termination or expiry of the Main Agreement or completion of the Service,

CobbleStone will, following receipt of a written request by the Licensee, delete or return all Personal Data (including copies thereof) processed pursuant to this DPA, to the extent it is practicable to do so;

- 2.4.9 taking into account the nature of processing and the information available to CobbleStone, provide such assistance, at reasonable costs to be agreed in advance by the Parties (and the Licensee acknowledges that CobbleStone may reasonably require a statement of work to be entered into in respect of such assistance), to the Licensee as the Licensee reasonably requests in relation to CobbleStone's obligations under Data Protection Laws with respect to:
  - 2.4.9.1 data protection impact assessments (as such term is defined in EU GDPR / UK GDPR);
  - 2.4.9.2 notifications to the supervisory authority/commissioner (as applicable) under Data Protection Laws and/or communications to data subjects by the Licensee in response to any Security Breach; and
  - 2.4.9.3 the Licensee's compliance with its obligations under the GDPR/UK GDPR with respect to the security of processing.
- 2.5 The Licensee shall inform CobbleStone of a Security Breach (occurring at the Licensee or any Processor of the Licensee) as soon as reasonably possible, but no later than 24 hours following the Licensee's awareness, in order that CobbleStone can determine whether any additional security measures are necessary to be implemented by CobbleStone in relation to the Services in order to protect the Personal Data, subject to any applicable confidentiality restrictions relating to any security incident.
- 2.6 The Licensee authorizes CobbleStone to engage Sub-Processors, including those listed in Attachment B, to perform the Services on behalf of CobbleStone. CobbleStone will inform the Licensee of any intended changes concerning the addition or replacement of Sub-Processors, thereby giving the Licensee the opportunity to object to such changes. If the Licensee objects to such a change, either party will be entitled to terminate this DPA (but not the Main Agreement, unless either party is unable to perform its obligations under the Main Agreement as a result of the termination of this DPA) by giving no less than 30 days written notice to that effect to the other party.
- 2.7 If CobbleStone appoints a Sub-Processor, CobbleStone will enter into a written agreement with each Sub-Processor containing data protection obligations no less protective than those imposed on CobbleStone in this DPA.
- 2.8 CobbleStone shall, in accordance with Data Protection Laws (if applicable), make available to the Licensee such information in CobbleStone's possession or control as the Licensee may reasonably request with a view to demonstrating CobbleStone's compliance with the obligations of data processors under Data Protection Laws in relation to its processing of Personal Data.
- 2.9 The Licensee may exercise its right of audit under EU Data Protection Laws in relation to Personal Data (if applicable), through CobbleStone providing:
  - 2.9.1 an audit report not older than 18 months, prepared by an independent external auditor demonstrating that CobbleStone's technical and organizational measures are sufficient and in accordance with SOC 2 Type2 report;
  - 2.9.2 additional information in CobbleStone's possession or control to an EU supervisory authority when it requests or requires additional information in relation to the processing of Personal Data carried out by CobbleStone under this DPA;

- 2.9.3 all audits are scheduled in advanced between the parties and all audit costs are born by Licensee;
- 2.9.4 CobbleStone may redact information to protect data of other licensees and fulfill its obligates under other agreements.
- 2.10 Licensee may only mandate an auditor for the purposes of this Addendum if the auditor is identified in the list set out in an Attachment to this Addendum, as that list is amended by agreement between the parties in writing from time to time.
- 2.11 If undertaking an audit, Licensee shall give CobbleStone reasonable notice (and in any event not less than 30 calendar days' notice) of any audit or inspection to be conducted and agrees to keep any materials disclosed during such audits and the results of and/or outputs from such audits confidential.
- 2.12 Any audit shall not take place outside normal business hours at those premises, and no more than once per calendar year, unless there is a confirmed Data Breach of Licensee Personal Data and Licensee has given notice to CobbleStone or its processors or sub processor that this is the case before attendance outside those hours begins.
- 2.13 To the extent any processing of Personal Data by CobbleStone takes place and is transferred from the UK and/or the EEA to any country outside the UK and/or EEA (as applicable, respectively) (except if in an Adequate Country), the parties hereby agree that CobbleStone will comply with the obligations of the 'data importer' and the Licensee will comply with the obligations of the 'data exporter'.
- 2.14 The Licensee acknowledges and accepts that the provision of the Service under the Main Agreement may require the processing of Personal Data by sub-processors in countries outside the UK or EEA.
- 2.15 If, in the performance of this DPA, CobbleStone transfers any Personal Data to a sub-processor located outside of the EEA/UK (notwithstanding to Sub-processors), CobbleStone shall in advance of any such transfer ensure that a legal mechanism to achieve adequacy in respect of that processing is in place.
3. **SECURITY MEASURES:**
- CobbleStone will comply with the security measures located in Attachment C.
4. **GENERAL**
- 4.1 This DPA is without prejudice to the rights and obligations of the parties under the Main Agreement which shall continue to have full force and effect. In the event of any conflict between the terms of this DPA and the terms of the Main Agreement, the terms of this DPA shall prevail so far as the subject matter concerns the processing of Personal Data and/or the applicability of the Data Protection Laws.
- 4.2 This DPA does not confer any third-party beneficiary rights, it is intended for the benefit of the parties hereto and their respective permitted successors and assigns only, and is not for the benefit of, nor may any provision hereof be enforced by, any other person and, to the maximum extent permissible, the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.
- 4.3 This DPA and any action related thereto shall be governed by and construed in accordance with the laws and jurisdiction as stated in the Standard Contractual clauses or UK Addendum (as applicable ).
- 4.4 This DPA is the final complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions and agreements between the

parties with respect to such subject matter. Other than in respect of statements made fraudulently, no other representations or terms shall apply or form part of this DPA. No modification of, amendment to, or waiver of any rights under the DPA will be effective unless in writing and signed by an authorized signatory of each party.



**ATTACHMENT A****Details of the Personal Data and Processing Activities**

1. (a) The personal data comprises: in relation to visitors of the Licensee's online properties identification data, professional life data, personal life data, connection data, or localization data (including IP addresses). Licensee, its online visitors and/or other partners may also upload content to Licensee's online properties which may include personal data and special categories of data, the extent of which is determined and controlled by the Licensee in its sole discretion. Such special categories of data include, but may not be limited to, information revealing racial or ethnic origins, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning an individual's health or sexual and gender orientation.
2. (b) The duration of the processing will be: until the earliest of:
  - 2.1 expiry/termination of the Main Agreement; or
  - 2.2 the date upon which processing is no longer necessary for the purposes of either party performing its obligations under the Main Agreement (to the extent applicable);
3. The processing will comprise: Processing necessary to provide the Services to Licensee, pursuant to the Main Agreement;
4. The purpose(s) of the processing is/are: necessary for the provision of the Service;
5. Personal data may contain the following data subjects:
  - 5.1 Prospective customers, customers, resellers, referrers, business partners, and vendors of the Licensee (who are natural persons);
  - 5.2 Employees or contact persons of the Licensee's prospective customers, customers, resellers, referrers, sub-processors, business partners, and vendors (who are natural persons);
  - 5.3 Employees, agents, advisors, and freelancers of the Licensee (who are natural persons); and/or
  - 5.4 Natural persons authorized by the Licensee to use the Service.

**ATTACHMENT B**

**Current Sub-Processors**

1. List of Sub-Processors: Google Cloud USA, or as stated in the Main Agreement
2. Other Sub-Processor(s): list here: N/A

**ATTACHMENT C****List of Technical Measures**

## Data Center Controls:

- SOC 1, SOC 2, and SOC 3
- ISO 27001, ISO 27017, ISO 27018
- PCI DSS v3.1 Data Center
- Gated Private Facility
- Redundant Geographic Facility
- Redundant Power
- Badge Access Only
- Locked Perimeter Doors
- Biometric Security
- Perimeter Fencing
- Metal Detectors
- Escorted Access; visitor control
- Employee Criminal, Drug & Background Check
- 24x7 security monitoring
- Motion sensing security
- 24x7 Patrolled Facility
- Restricted Access
- Vehicle Access Barriers
- 24x7 High Resolution Interior & Exterior Cameras
- Gated Cages

## Data Protection Controls:

- Hyper Text Transfer Protocol Secure (HTTPS)
- Perimeter Firewall
- Web Application Isolation
- Web Application User Session Authorization
- Isolated Database
- Intrusion Detection Service
- Open ports monitoring
- Data encrypted or autonomized at rest
- Disk drive encryption

### Exhibit C – CobbleStone Projected Implementation Plan

This sample Implementation Plan is for example purposes and all dates and items must be finalized based on purchased items. A working Implementation Plan will be provided after the kick-off call if any professional services are purchased in Exhibit A of the License Agreement. Company will provide services based on the hours and / or quantities purchased in this Agreement. The Parties will work mutually together to adjust dates based on a day-by-day slippage as approved between the Parties.

CobbleStone Projected Implementation Plan					
ACTIVITY <small>(All items are subjected to purchase within the master agreement; this plan is a sample template and subject to change based on further review and may be updated after project plan review session or if mistakes are found)</small>	Projected Start:	Aug 01, 2024	Projected End:	Nov 19, 2024	3.66666666666667 Months Open
	RESPONSIBLE PARTY(ies)	ITEM STATUS	Projected Dates & Durations		
			START DATE	DURATION (Business Days)	COMPLETED DATE
<b>Overview Section</b>					
<b>Fully Executed Agreement (Signed)</b>	CSS & Client	Included in Purchase	Thu, Aug 01, 2024	0.0625	Thu, Aug 01, 2024
IT Ticket for Installation (SaaS)	CSS	Included in Purchase	Thu, Aug 01, 2024	15	Thu, Aug 22, 2024
<b>Kick off Call</b>	CSS & Client	Included in Purchase	Mon, Aug 12, 2024	0.0625	Mon, Aug 12, 2024
System Installation - Stage/Dev (If Purchased)	CSS	Included in Purchase	Thu, Aug 01, 2024	15	Thu, Aug 22, 2024
System Installation - Production	CSS	Included in Purchase	Thu, Aug 01, 2024	15	Thu, Aug 22, 2024
Plan Review Session	CSS & Client	Included in Purchase	Wed, Aug 14, 2024	0.125	Wed, Aug 14, 2024
Deliverable: Executed Agreement, Kick off and Plan Review Sessions Completed					
<b>System Admin Training</b>					
<b>System Admin Training Sessions</b>					
System Configuration Session 1	CSS & Client	Included in Purchase	Fri, Aug 16, 2024	0.25	Fri, Aug 16, 2024
System Configuration Session 2	CSS & Client	Included in Purchase	Mon, Aug 19, 2024	0.25	Mon, Aug 19, 2024
System Configuration Session 3	CSS & Client	Included in Purchase	Tue, Aug 20, 2024	0.25	Tue, Aug 20, 2024
System Configuration Session 4	CSS & Client	Included in Purchase	Wed, Aug 21, 2024	0.25	Wed, Aug 21, 2024
System Configuration Session 5	CSS & Client	Included in Purchase	Thu, Aug 22, 2024	0.25	Thu, Aug 22, 2024
Deliverable: System Admin Training Completed for CORE components					
<b>Additional System Admin Training Sessions (If Purchased)</b>					
Document Collaboration (If Purchased)	CSS & Client	Not Purchased	Fri, Aug 23, 2024	0.125	Fri, Aug 23, 2024
External E-Sign Training (If Purchased)	CSS & Client	Not Purchased	Mon, Aug 26, 2024	0.125	Mon, Aug 26, 2024
e-Sourcing Training (If Purchased)	CSS & Client	Not Purchased	Tue, Aug 27, 2024	0.125	Tue, Aug 27, 2024

Purchase Orders Training (If Purchased)	CSS & Client	Not Purchased	Wed, Aug 28, 2024	0.125	Wed, Aug 28, 2024
Vendor /Client Gateway Training (If Purchased)	CSS & Client	Not Purchased	Thu, Aug 29, 2024	0.125	Thu, Aug 29, 2024

**Deliverable: System Admin Training Completed for Add-On components**

**System Configuration**

**Master Reference Data Configuration**

MRD Provided by Client	Client	Included in Purchase	Mon, Aug 19, 2024	14	Fri, Sep 06, 2024
Request Types Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	2	Wed, Sep 11, 2024
Contract Types Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	2	Wed, Sep 11, 2024
Company (Vendor) Types Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	1	Tue, Sep 10, 2024
Departments/Divisions Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	1	Tue, Sep 10, 2024
Contract Categories Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	1	Tue, Sep 10, 2024
Status List Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	1	Tue, Sep 10, 2024
Location List Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	1	Tue, Sep 10, 2024
Occurrences Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	1	Tue, Sep 10, 2024

**Deliverable: Master Reference Data Provided and Configuration Completed**

**Counterparty Management**

Company/Vendor/Client Fields Provided by Client	Client	Included in Purchase	Mon, Aug 19, 2024	14	Fri, Sep 06, 2024
Company/Vendor/Client Field Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	2	Wed, Sep 11, 2024
Company/Vendor/Client User Defined Sub Table Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	1	Tue, Sep 10, 2024
Company/Vendor/Client Data Import (X Rows) IF PURCHASED	CSS & Client	Not Purchased	Mon, Sep 09, 2024	7	Wed, Sep 18, 2024
Test/Enter a New Company/Vendor/Client Record	CSS & Client	Included in Purchase	Thu, Sep 12, 2024	1	Fri, Sep 13, 2024

**Deliverable: Counterparty Field Configuration Tested and Completed**

**Employee Management**

Employee/User Fields Provided by Client	Client	Included in Purchase	Mon, Aug 19, 2024	14	Fri, Sep 06, 2024
Employee/User Field Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	2	Wed, Sep 11, 2024
Test/Enter a New Employee/User Record	CSS & Client	Included in Purchase	Thu, Sep 12, 2024	1	Fri, Sep 13, 2024
Employee User Defined Sub Table Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	1	Tue, Sep 10, 2024
Employee Data Import (X Rows) IF PURCHASED	CSS & Client	Not Purchased	Thu, Sep 12, 2024	7	Mon, Sep 23, 2024
Employee/User Permissions	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	2	Wed, Sep 11, 2024

**Deliverable: Employee Field Configuration & Permissions Tested and Completed**

**Request/Requisition Management**

Request/Requisition Record Fields and Field Layout Provided by Client	Client	Included in Purchase	Mon, Aug 19, 2024	14	Fri, Sep 06, 2024
Request Field Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	14	Fri, Sep 27, 2024

Request User Defined Sub Table Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	2	Wed, Sep 11, 2024
Client Test Entering New Request Records	CSS & Client	Included in Purchase	Mon, Sep 30, 2024	3	Thu, Oct 03, 2024
Request Field Mapping	CSS & Client	Included in Purchase	Mon, Sep 30, 2024	1	Tue, Oct 01, 2024
<b>Deliverable: Request Field Configuration &amp; Mapping Tested and Completed</b>					
<b>Contract Management</b>					
Contract Fields and Field Layout - Provided by Client	Client	Included in Purchase	Mon, Aug 19, 2024	14	Fri, Sep 06, 2024
Contract Field Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	21	Tue, Oct 08, 2024
Contract User Defined Sub Table Configuration	CSS & Client	Included in Purchase	Mon, Sep 09, 2024	14	Fri, Sep 27, 2024
Client Test Entering New Contract Records	CSS & Client	Included in Purchase	Wed, Oct 09, 2024	3	Mon, Oct 14, 2024
<b>Deliverable: Contract Field Configuration Tested and Completed</b>					
<b>Report &amp; Dashboard Management</b>					
Report & Dashboard Configuration Provided by Client Company/Vendor/Client Report & Dashboard Configuration	Client	Included in Purchase	Tue, Aug 20, 2024	10	Tue, Sep 03, 2024
Test & Run Counterparty Reports	CSS & Client	Included in Purchase	Thu, Sep 12, 2024	5	Thu, Sep 19, 2024
Employee/User Report & Dashboard Configuration	CSS & Client	Included in Purchase	Fri, Sep 20, 2024	1	Mon, Sep 23, 2024
Test & Run Employee Reports	CSS & Client	Included in Purchase	Thu, Sep 12, 2024	5	Thu, Sep 19, 2024
Request Report & Dashboard Configuration	CSS & Client	Included in Purchase	Fri, Sep 20, 2024	1	Mon, Sep 23, 2024
Test & Run Request Reports	CSS & Client	Included in Purchase	Mon, Sep 30, 2024	10	Mon, Oct 14, 2024
Contract Report & Dashboard Configuration	CSS & Client	Included in Purchase	Tue, Oct 15, 2024	1	Wed, Oct 16, 2024
Test & Run Contract Reports	CSS & Client	Included in Purchase	Wed, Oct 09, 2024	10	Wed, Oct 23, 2024
	CSS & Client	Included in Purchase	Thu, Oct 24, 2024	1	Fri, Oct 25, 2024
<b>Deliverable: Reporting Configuration Tested and Completed</b>					
<b>Workflow (Notification) Management</b>					
Workflow Configuration Provided by Client	Client	Included in Purchase	Wed, Aug 21, 2024	14	Tue, Sep 10, 2024
Company/Vendor/Client Workflow Configuration	CSS & Client	Included in Purchase	Wed, Sep 11, 2024	3	Mon, Sep 16, 2024
Client Test/Enter New Workflow Tasks/Alerts	CSS & Client	Included in Purchase	Tue, Sep 17, 2024	1	Wed, Sep 18, 2024
Employee/User Workflow Configuration	CSS & Client	Included in Purchase	Wed, Sep 11, 2024	3	Mon, Sep 16, 2024
Client Test/Enter New Workflow Tasks/Alerts	CSS & Client	Included in Purchase	Thu, Sep 19, 2024	1	Fri, Sep 20, 2024
Request Workflow Configuration	CSS & Client	Included in Purchase	Wed, Sep 11, 2024	14	Tue, Oct 01, 2024
Client Test/Enter New Workflow Tasks/Alerts	CSS & Client	Included in Purchase	Wed, Oct 02, 2024	5	Wed, Oct 09, 2024
Contract Workflow Configuration	CSS & Client	Included in Purchase	Wed, Sep 11, 2024	21	Thu, Oct 10, 2024
Client Test/Enter New Workflow Tasks/Alerts	CSS & Client	Included in Purchase	Fri, Oct 11, 2024	5	Fri, Oct 18, 2024
<b>Deliverable: Workflow Configuration Tested and Completed</b>					
<b>Document Template and Clause Management</b>					

Document Template and Clause Configuration Provided by Client	Client	Included in Purchase	Wed, Aug 21, 2024	14	Tue, Sep 10, 2024
Company/Vendor/Client Document Template/Clause Configuration	CSS & Client	Included in Purchase	Wed, Sep 11, 2024	2	Fri, Sep 13, 2024
Client Test/Enter New Document Template & Generation	CSS & Client	Included in Purchase	Mon, Sep 16, 2024	1	Tue, Sep 17, 2024
Employee/User Document Template/Clause Configuration	CSS & Client	Included in Purchase	Wed, Sep 11, 2024	2	Fri, Sep 13, 2024
Client Test/Enter New Document Template & Generation	CSS & Client	Included in Purchase	Mon, Sep 16, 2024	1	Tue, Sep 17, 2024
Request Document Template/Clause Configuration	Client	Included in Purchase	Wed, Sep 11, 2024	5	Wed, Sep 18, 2024
Client Test/Enter New Document Template & Generation	CSS & Client	Included in Purchase	Thu, Sep 19, 2024	2	Mon, Sep 23, 2024
Contract Document Template/Clause Configuration	CSS & Client	Included in Purchase	Wed, Sep 11, 2024	5	Wed, Sep 18, 2024
Client Test/Enter New Document Template & Generation	CSS & Client	Included in Purchase	Thu, Sep 19, 2024	2	Mon, Sep 23, 2024
<b>Deliverable: Document Template and Clause Configuration Tested and Completed</b>					
<b>Additional Configurable Areas</b>					
Risk Analysis Management	CSS & Client	Included in Purchase	Thu, Aug 22, 2024	7	Mon, Sep 02, 2024
Risk Mapper and Ratings Management	CSS & Client	Included in Purchase	Thu, Aug 22, 2024	7	Mon, Sep 02, 2024
Surveys & Questionnaires	CSS & Client	Included in Purchase	Thu, Aug 22, 2024	7	Mon, Sep 02, 2024
Decision Matrices	CSS & Client	Included in Purchase	Thu, Aug 22, 2024	7	Mon, Sep 02, 2024
<b>Deliverable: Additional Configuration Completed</b>					
<b>Document Collaboration Management (If Purchased)</b>					
Processes—Provided by Client	Client	Included in Purchase	Mon, Aug 26, 2024	14	Fri, Sep 13, 2024
Document Collaboration—E-Approvals	CSS & Client	Included in Purchase	Mon, Sep 16, 2024	3	Thu, Sep 19, 2024
Client Test Entering Document Template, Approving	CSS & Client	Included in Purchase	Fri, Sep 20, 2024	1	Mon, Sep 23, 2024
Document Collaboration—E Signatures	CSS & Client	Included in Purchase	Mon, Sep 16, 2024	3	Thu, Sep 19, 2024
Document Collaboration—E-Z Sign	CSS & Client	Included in Purchase	Mon, Sep 16, 2024	3	Thu, Sep 19, 2024
Client Test Entering Document Template, Signing	CSS & Client	Included in Purchase	Fri, Sep 20, 2024	1	Mon, Sep 23, 2024
<b>Deliverable (If Purchased): Document Collaboration Configuration Completed</b>					
<b>e-Sourcing Management (If Purchased)</b>					
e-Sourcing Configuration—Provided by Client	Client	Not Purchased	Wed, Aug 28, 2024	14	Tue, Sep 17, 2024
e-Sourcing Types & Field Configuration	CSS & Client	Not Purchased	Wed, Sep 18, 2024	7	Fri, Sep 27, 2024
Client Test Entering New e-Sourcing Records	CSS & Client	Not Purchased	Mon, Sep 30, 2024	1	Tue, Oct 01, 2024
e-Sourcing Workflow Configuration	CSS & Client	Not Purchased	Mon, Sep 30, 2024	3	Thu, Oct 03, 2024
Client Test/Enter New Workflow Tasks/Alerts	CSS & Client	Not Purchased	Fri, Oct 04, 2024	1	Mon, Oct 07, 2024
e-Sourcing Templates Configuration	CSS & Client	Not Purchased	Mon, Sep 30, 2024	3	Thu, Oct 03, 2024
Client Test/Enter New Document Template & Generation	CSS & Client	Not Purchased	Fri, Oct 04, 2024	1	Mon, Oct 07, 2024

e-Sourcing Report & Dashboard Configuration & Test/Run	CSS & Client	Not Purchased	Mon, Sep 30, 2024	2	Wed, Oct 02, 2024
<b>Deliverable (If Purchased): e-Sourcing Configuration Tested and Completed</b>					
<b>Purchase Order Management (If Purchased)</b>					
Purchase Order Configuration – Provided by Client	Client	Not Purchased	Thu, Aug 29, 2024	14	Wed, Sep 18, 2024
Purchase Orders Field Configuration	CSS & Client	Not Purchased	Thu, Sep 19, 2024	7	Mon, Sep 30, 2024
Item/Catalog Configuration	CSS & Client	Not Purchased	Thu, Sep 19, 2024	2	Mon, Sep 23, 2024
Purchase Order Field Mapping	CSS & Client	Not Purchased	Tue, Oct 01, 2024	1	Wed, Oct 02, 2024
Client Test/Enter New Purchase Order Records	CSS & Client	Not Purchased	Tue, Oct 01, 2024	1	Wed, Oct 02, 2024
Purchase Order Workflow	Client	Not Purchased	Tue, Oct 01, 2024	3	Fri, Oct 04, 2024
Client Test/Enter New Workflow Tasks/Alerts	CSS & Client	Not Purchased	Mon, Oct 07, 2024	1	Tue, Oct 08, 2024
Purchase Order Templates	CSS & Client	Not Purchased	Tue, Oct 01, 2024	3	Fri, Oct 04, 2024
Client Test/Enter New Document Template & Generation	CSS & Client	Not Purchased	Mon, Oct 07, 2024	1	Tue, Oct 08, 2024
Purchase Order Reports & Dashboards	CSS & Client	Not Purchased	Tue, Oct 01, 2024	2	Thu, Oct 03, 2024
Client Test Purchase Order Reports & Dashboards	CSS & Client	Not Purchased	Fri, Oct 04, 2024	1	Mon, Oct 07, 2024
<b>Deliverable (If Purchased): Purchase Order Configuration Tested and Completed</b>					
<b>Vendor/Client Gateway Management (If Purchased)</b>					
V/C Configuration – Provided by Client (If Purchased)	Client	Not Purchased	Fri, Aug 30, 2024	5	Fri, Sep 06, 2024
V/C Gateway Field Configuration	CSS & Client	Not Purchased	Mon, Sep 09, 2024	3	Thu, Sep 12, 2024
V/C Main Menu / Help Screen Setup	CSS & Client	Not Purchased	Mon, Sep 09, 2024	2	Wed, Sep 11, 2024
Client Test entering Supplier via Gateway	CSS & Client	Not Purchased	Thu, Sep 12, 2024	1	Fri, Sep 13, 2024
<b>Deliverable (If Purchased): Gateway Configuration Tested and Completed</b>					
<b>External E-Sign Connector Management (If Purchased)</b>					
External E-Sign Connector Credentials - Provided by Client	Client	Included in Purchase	Tue, Aug 27, 2024	5	Tue, Sep 03, 2024
External E-Sign Connector Setup (DocuSign/AdobeSign)	CSS & Client	Included in Purchase	Wed, Sep 04, 2024	0.125	Wed, Sep 04, 2024
Client Test Signing via E-Sign Connector (if purchased)	CSS & Client	Included in Purchase	Wed, Sep 04, 2024	0.125	Wed, Sep 04, 2024
<b>Deliverable (If Purchased): Exeternal E-Sign Configuration Tested and Completed</b>					
<b>Single Sign On Management (If Purchased)</b>					
Single Sign On Documentation Sent (If Purchased)	CSS	Included in Purchase	Tue, Aug 13, 2024	0.125	Tue, Aug 13, 2024
Single Sign On Setup Call (Provider Name: _____)	CSS & Client	Included in Purchase	Tue, Sep 03, 2024	2	Thu, Sep 05, 2024
Single Sign On Test & Review	CSS & Client	Included in Purchase	Fri, Sep 06, 2024	1	Mon, Sep 09, 2024
<b>Deliverable (If Purchased): SSO Configuration Tested and Completed</b>					
<b>Onsite Backup Manager Setup (If Purchased)</b>					
Onsite Backup Manager Documentation Sent (If Purchased)	CSS	Not Purchased	Tue, Aug 13, 2024	1	Wed, Aug 14, 2024



Onsite Backup Manager Setup (IT Discussion Call/Setup)	CSS & Client	Not Purchased	Wed, Sep 04, 2024	5	Wed, Sep 11, 2024
Onsite Backup Manager Test & Review	CSS & Client	Not Purchased	Thu, Sep 12, 2024	1	Fri, Sep 13, 2024
<b>Deliverable (If Purchased): Onsite Backup Manager Configuration Tested and Completed</b>					
<b>Public Portal Management &amp; Setup (If Purchased)</b>					
Public Portal Documentation Sent (If Purchased)	CSS	Not Purchased	Tue, Aug 13, 2024	1	Wed, Aug 14, 2024
Public Portal Fields & Rules Provided by Client	Client	Not Purchased	Wed, Aug 14, 2024	5	Wed, Aug 21, 2024
Public Portal Discussion Call(s)	CSS & Client	Not Purchased	Wed, Aug 21, 2024	5	Wed, Aug 28, 2024
Public Portal Configuration Testing & Review	CSS & Client	Not Purchased	Wed, Aug 28, 2024	2	Fri, Aug 30, 2024
<b>Deliverable (If Purchased): Public Portal Configuration Tested and Completed</b>					
<b>Data Migration (If Purchased)</b>					
Data Provided by Client (Single Master Spreadsheet) Review/Validate Metadata Spreadsheet [X Rows with X Columns]	Client	Not Purchased	Mon, Aug 12, 2024	45	Mon, Oct 14, 2024
Prepare Spreadsheet for Import	CSS	Not Purchased	Tue, Oct 15, 2024	10	Tue, Oct 29, 2024
Load/Process Spreadsheet into Database	CSS	Not Purchased	Wed, Oct 30, 2024	7	Fri, Nov 08, 2024
Audit of Data Provided VS Data Imported	CSS & Client	Not Purchased	Mon, Nov 11, 2024	3	Thu, Nov 14, 2024
Files Provided by Client (Single Folder Directory)	Client	Not Purchased	Fri, Nov 15, 2024	5	Fri, Nov 22, 2024
Review/Validate Folder/File Structure [X Files]	CSS & Client	Not Purchased	Mon, Aug 12, 2024	45	Mon, Oct 14, 2024
Load/Process Files into Database	CSS	Not Purchased	Tue, Oct 15, 2024	7	Thu, Oct 24, 2024
Audit of Files Provided VS Data Imported	CSS & Client	Not Purchased	Fri, Oct 25, 2024	4	Thu, Oct 31, 2024
<b>Deliverable (If Purchased): Provided Data and Files imported, audited, and Completed</b>					
<b>Data Integration (If Purchased)</b>					
System Integrating with:	CSS & Client	Not Purchased	-	-	-
Data Integration Manager/API Documentation Sent (If Purchased)	CSS	Not Purchased	Mon, Aug 12, 2024	1	Tue, Aug 13, 2024
Data Integration Requirements Gathering/Field Mapping Document Sent	CSS	Not Purchased	Mon, Aug 12, 2024	1	Tue, Aug 13, 2024
Data Integration Discussion/Configuration Calls	CSS & Client	Not Purchased	Thu, Aug 22, 2024	5	Thu, Aug 29, 2024
Integration Configuration/Development	CSS & Client	Not Purchased	Mon, Sep 09, 2024	60	Mon, Dec 02, 2024
Final Testing and Review of Integration	CSS & Client	Not Purchased	Wed, Dec 11, 2024	5	Wed, Dec 18, 2024
<b>Deliverable (If Purchased): Integration Configuration is Tested and Completed</b>					
<b>UAT / Production Setup / Go LIVE Process</b>					
<b>User Acceptance Testing</b>					
Schedule Additional UAT Testing	CSS & Client	Included in Purchase	Fri, Oct 25, 2024	0.25	Fri, Oct 25, 2024
Conduct Additional UAT Testing	CSS & Client	Included in Purchase	Mon, Oct 28, 2024	7	Wed, Nov 06, 2024
<b>Deliverable: Additional UAT Testing is Completed</b>					
<b>Staging to Production Move (If Purchased)</b>					

Review Steps for Staging to Production Move	CSS & Client	Not Purchased	Mon, Oct 28, 2024	2	Wed, Oct 30, 2024
Schedule move from Staging to Production Site	CSS	Not Purchased	Wed, Oct 30, 2024	0.25	Wed, Oct 30, 2024
Schedule System Backup Copy	CSS or Client	Not Purchased	Wed, Oct 30, 2024	0.25	Wed, Oct 30, 2024
Conduct move of Staging to Production	CSS or Client	Not Purchased	Thu, Oct 31, 2024	1	Fri, Nov 01, 2024
Complete Production move Planning Sheet	CSS & Client	Not Purchased	Mon, Nov 04, 2024	2	Wed, Nov 06, 2024
Deliverable (If Purchased): Configuration Moved to Production System is Tested and Completed					
<b>End User Training</b>					
End Users Identified	CSS & Client	Included in Purchase	Thu, Nov 07, 2024	1	Fri, Nov 08, 2024
Schedule End User Training(s)	CSS & Client	Included in Purchase	Fri, Nov 08, 2024	0.125	Fri, Nov 08, 2024
End User Training	CSS & Client	Included in Purchase	Fri, Nov 15, 2024	1	Mon, Nov 18, 2024
Deliverable: End User Training is scheduled and completed					
<b>Implementation Roll Out &amp; Go LIVE Process</b>					
Complete Implementation Check-List	CSS	Included in Purchase	Mon, Nov 18, 2024	1	Tue, Nov 19, 2024
GO LIVE (PENDING: ALL CONTRACTED ITEMS)	Client	Included in Purchase	Tue, Nov 19, 2024	0.125	<b>Tue, Nov 19, 2024</b>
<b>Go LIVE Process Completed and all Deliverables listed above (purchased) are completed</b>					

Exhibit D – County Addendum to License Agreement

**COUNTY ADDENDUM TO LICENSE AGREEMENT**  
**WITH COBBLESTONE SYSTEMS CORP. D/B/A COBBLESTONE SOFTWARE**

**THIS ADDENDUM TO THE LICENSE AGREEMENT WITH COBBLESTONE SYSTEMS CORP. D/B/A COBBLESTONE SOFTWARE** (hereinafter “Addendum”) is made by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter the “County” or “Customer”), and CobbleStone Systems Corp. d/b/a CobbleStone Software, located at 428 S. White Horse Pike, Lindenwold, NJ 08021 (hereinafter the “Vendor” or “CobbleStone”) hereinafter collectively referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Parties desire to enter into a License Agreement for Contract Management Software (hereinafter “Agreement”); and

**WHEREAS**, the Parties wish to establish additional standard terms and conditions to that Agreement as contained herein; and

**WHEREAS**, the Parties agree that the term and conditions hereinbelow shall be incorporated into the Agreement and in the event of any conflict between the terms and conditions of this Addendum and the Agreement, the terms and conditions of this Addendum shall prevail.

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Agreement as follows:

**SECTION 1. CONFLICTING PROVISIONS.**

**1.1** The Parties agree that in the event of any conflict between the terms and conditions of the Agreement and/or any exhibit or attachment to the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall prevail.

**SECTION 2. PAYMENT AND INVOICING.**

**2.1** The County shall pay the Vendor in an amount not to exceed Forty-Eight Thousand, Eight Hundred Fifty Dollars and 45/100 Cents (\$48,850.45) for the goods and/or services referenced in the Agreement. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Procurement Director or designee and to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) for payment. The invoice submitted shall include

the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the specifications and conditions of Agreement. Payment shall not be made until goods and/or services have been received by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County cannot be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Procurement Director, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of the Agreement. The Vendor shall be responsible for all expenses incurred while providing goods and/or services under the Agreement including, but not limited to, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under the Agreement.

### **SECTION 3. E-VERIFY.**

**3.1** The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of the Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under the Agreement), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**3.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract.

**3.3** Compliance with the terms of the E-Verify program provision is made an express condition of the Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated

and the Vendor is liable for any additional costs incurred by the County as a result of the termination of the Agreement.

**SECTION 4. DISPUTES, GOVERNING LAW, VENUE, COMPLIANCE WITH LAWS, ATTORNEY'S FEES AND CHANGE OF LAWS AND NON-ASSIGNMENT.**

**4.1** All provisions requiring mandatory alternative dispute resolutions, venue and governing law (including but not limited to arbitration or mediation) are hereby deleted. The Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under the Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida. Each party shall bear its own attorney's fees and costs.

**4.2** The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under the Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under the Agreement.

**4.3** The Vendor shall comply with all federal, state, county and municipal laws, ordinances, policies and rules including Title II of the Americans with Disabilities Act and the County's adopted Web Content Accessibility Guidelines (WCAG), version 2.1, level AA.

**4.4** In the event of any legal action to enforce the terms of the Agreement each party shall bear its own attorney's fees and costs.

**4.5** If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects the Agreement or the activities of either party under the Agreement, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement. If the parties are unable to reach an agreement concerning the modification of the Agreement within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate the Agreement by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

**4.6** The Vendor may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the County, which should not be unreasonably withheld in the case of Vendor's purchase by or merger with another party.

**SECTION 5. TAXES.**

**5.1** The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of the Agreement. As such, the Vendor shall refrain from including taxes in any billing. Any questions regarding this tax exemption shall be addressed to the County Manager.

#### **SECTION 6. FUNDING.**

**6.1** The County's performance and obligation under the Agreement is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

#### **SECTION 7. PUBLIC RECORDS.**

**7.1 All provisions in the License Agreement relating to Confidential Information shall be subject to the provisions of this section and Chapter 119, Florida Statutes.** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under the Agreement, to the extent that the Vendor is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If

the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**7.2** A request to inspect or copy public records relating to the Agreement for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**7.3** If the Vendor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

**7.4** If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

**7.5** If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

**7.6** A notice complies with this Section if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent.

**7.7** If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

**7.8** In reference to any public records requested under the Agreement, the Vendor shall identify and mark specifically any information which Vendor considers CONFIDENTIAL and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

**7.9** In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

**7.10** The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Vendor's designation of material as exempt from public disclosure.

#### **SECTION 8. PUBLIC ENTITY CRIMES.**

**8.1** In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of the Agreement.

#### **SECTION 9. INSURANCE.**

**9.1** The Vendor shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "E". The policy limits required are to be considered minimum amounts.

**9.2** The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

#### **SECTION 10. TAXES, LIENS, LICENSES AND PERMITS.**

**10.1** The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Agreement. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally



does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

**10.2** The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**10.3** The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Agreement.

**SECTION 11. INDEMNIFICATION.**

**11.1** Any indemnification by the County in the Agreement or any sub agreement, or exhibit thereunder is hereby limited to the limits as set forth in Section 768.28, Florida Statutes.

**SECTION 12. HUMAN TRAFFICKING AFFIDAVIT.**

**12.1** In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

**SECTION 13. ADVERTISING.**


**13.1** The Vendor shall not publicly disseminate, advertise or publish any information concerning the Agreement without the County's prior written approval, including, but not limited to, mentioning the Agreement in a press release or other promotional materials identifying the County or otherwise linking the County's name or description of the Agreement in any matter published either in print or electronically.

**[Remainder of this page intentionally left blank.]**

**IN WITNESS WHEREOF**, the Parties have caused this Addendum to be executed by its duly authorized representatives, effective as of the last date below.

**THE COUNTY:**

**NASSAU COUNTY, FLORIDA**

Signature:  \_\_\_\_\_  
Taco Pope, AICP

Print Name: \_\_\_\_\_  
County Manager

Title: \_\_\_\_\_  
1/14/2025

Date: \_\_\_\_\_

**REVIEWED FOR LEGAL FORM AND CONTENT:**

*Denise C. May, Esq., BCS*

\_\_\_\_\_  
**DENISE C. MAY, County Attorney**

**VENDOR:**

**COBBLESTONE SYSTEMS CORP. D/B/A COBBLESTONE SOFTWARE**

Signature: *Mark Nastasi, VCHR* \_\_\_\_\_  
Mark Nastasi, VCHR

Print Name: \_\_\_\_\_  
VCHR

Title: \_\_\_\_\_  
1/13/2025

Date: \_\_\_\_\_

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**



**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate – <b>Project Specific Form</b>	\$1,000,000
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Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must

respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

**CYBER AND DATA SECURITY LIABILITY**

This additional coverage will be required for all projects involving information technology services, software providers, programmers and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor’s expense Cyber and Data Security Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Cyber and Data Security Liability insurance, the minimum amount of such insurance shall be as follows:

Technology Errors and Omissions Liability coverage	\$1,000,000
Media	\$1,000,000
Network and Data (Information) Security	\$1,000,000

**Policy coverage must include Third Party Liability coverage.**



Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers’ Compensation and Employer’s Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

**Certificates of Insurance and the insurance policies required for this Agreement shall contain –**

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
  - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
  - **CGL policy for construction related contracts –**
    - **Additional Insured Endorsement must include Ongoing and Completed**
    - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
    - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers’ Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers’ Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers’ Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of “Best’s Key Rating Guide’ (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County

Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

## Certificate Of Completion

Envelope Id: 7857F36D-997E-44D9-8D05-E6B4DC45DBBA

Status: Completed

Subject: Contract No.: CM3838 Vendor Name: Cobblestone Software \$48,850.45 Descript: Contract Mgmt Software

Source Envelope:

Document Pages: 45

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 2

Lanaee Gilmore

AutoNav: Enabled

lgilmore@nassaucountyfl.com

Envelopeld Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

## Record Tracking

Status: Original

Holder: Lanaee Gilmore

Location: DocuSign

1/10/2025 10:40:45 AM

lgilmore@nassaucountyfl.com

## Signer Events

### Signature

### Timestamp

Lanaee Gilmore

Sent: 1/13/2025 4:43:20 PM

lgilmore@nassaucountyfl.com

Viewed: 1/13/2025 4:43:43 PM

Procurement Director

Signed: 1/13/2025 4:43:58 PM

Nassau County BOCC

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 50.238.237.26

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mark Nastasi, VCHR

Sent: 1/13/2025 4:44:07 PM

mnastasi@cobblestonesystems.com

Viewed: 1/13/2025 5:27:58 PM

EVPx

Signed: 1/13/2025 5:28:09 PM

CobbleStone Software

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 50.233.74.170

### Electronic Record and Signature Disclosure:

Accepted: 1/13/2025 5:27:58 PM

ID: 8aae031c-5cb2-4489-957f-faa821040c9c

Michelle Proctor

Sent: 1/13/2025 4:45:59 PM

mproctor@nassaucountyfl.com

Resent: 1/13/2025 4:47:32 PM

Risk Manager

Viewed: 1/13/2025 4:48:09 PM

Security Level: Email, Account Authentication (None)

Signed: 1/13/2025 4:48:11 PM

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Abigail Jorandby

Sent: 1/13/2025 5:28:13 PM

ajorandby@nassaucountyfl.com

Viewed: 1/14/2025 11:00:47 AM

Deputy County Attorney

Signed: 1/14/2025 11:01:57 AM

Nassau BOCC

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)


Using IP Address: 50.238.237.26

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>Denise C. May, Esq., BCS</i>  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 1/14/2025 11:02:02 AM Viewed: 1/14/2025 11:23:29 AM Signed: 1/14/2025 11:23:59 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	  Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	Sent: 1/14/2025 11:24:04 AM Viewed: 1/14/2025 11:46:47 AM Signed: 1/14/2025 11:46:58 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 1/13/2025 4:44:02 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 1/13/2025 4:44:03 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 1/13/2025 4:44:04 PM Viewed: 1/13/2025 4:44:25 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	<p>Sent: 1/13/2025 4:44:05 PM Resent: 1/14/2025 11:47:10 AM</p>
<p>Clerk Services BOCCclerkServices@nassauclerk.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	<p>Sent: 1/14/2025 11:47:03 AM Viewed: 1/14/2025 4:53:18 PM</p>
<p>Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	<p>Sent: 1/14/2025 11:47:04 AM</p>
<p>Ashley Lange alange@cobblestonesystems.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	<p>Sent: 1/14/2025 11:47:06 AM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/13/2025 4:43:20 PM
Envelope Updated	Security Checked	1/13/2025 4:45:10 PM
Envelope Updated	Security Checked	1/13/2025 4:45:58 PM
Envelope Updated	Security Checked	1/13/2025 4:47:32 PM
Certified Delivered	Security Checked	1/14/2025 11:46:47 AM
Signing Complete	Security Checked	1/14/2025 11:46:58 AM
Completed	Security Checked	1/14/2025 11:47:06 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

### **To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.