SUBJECT: Securonix NextGen SIEM Security Analytics SaaS Platform

BID #: SC-0454-22 **OPEN DATE: 09/21/2022**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – Three (3) years from date of award

AGENCY: Jacksonville Sheriff's Office

BASIS OF AWARD: All or None, to the lowest responsive, responsible bidder

NUMBER OF BIDS INVITED: 22 **NUMBER RECEIVED:** 1 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Subject award to Netsync Network Solutions, Inc. was previously approved on 10/06/2022.

Recommend approval to amend the award to now include the NETSYNC Purchase Agreement and the Securonix Master Software as a Service Agreement to be processed through the Office of General Counsel. All other terms and conditions remain unchanged.

Attachments: Agency Memo, Vendor Agreements, Previous Award

Analyst: _____ **RESPECTFULLY SUBMITTED:** _____
OLIVE WALLACE-COHEN DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: LARRY SCHMITT, DIRECTOR OF POLICE SERVICES

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

T.K. WATERS, SHERIFF

Serve • Protect • Community

To: Dustin Freeman
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Larry Schmitt
Director of Police Services

Subject: SC-0454-22 Securonix NextGen SIEM Security Analytics SaaS Platform

Date: November 29, 2022

We are requesting to amend SC-0454-22 Securonix NextGen SIEM Security Analytics SaaS Platform to request that the NETSYNC Purchase Agreement and the Securonix Master Software as a Service Agreement be processed through the Office of General Counsel. Attached is the NETSYNC Purchase Agreement and the Securonix Master Software as a Service Agreement for your review.

Please let me know if you require any additional information. Thank you for your assistance.

securonix

MASTER SOFTWARE AS A SERVICE AGREEMENT

This Master Software as a Service Agreement (this "**Agreement**"), effective as of October 28, 2022 (the "**Effective Date**"), is by and between Securonix, Inc. ("**Securonix**") and Jacksonville Sheriff's Office ("**Customer**"). This Agreement includes and incorporates (i) the Order Form attached as Exhibit A, and any additional Order Forms incorporated by reference; (ii) The Securonix Services Support Exhibit attached as Exhibit B; (iii) the Securonix Services Service Level Availability attached as Exhibit C; and (iii) the Implementation Services Exhibit attached as Exhibit D. Securonix and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

A. Securonix operates the Services (as defined below) and provides access to its customers;

and

B. Customer desires to access and use the Services, and Securonix is willing to provide such access, subject to the terms and conditions of this Agreement.

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

1. DEFINITIONS.

(a) "**Affiliates**" means, with respect to any Party, any entity that directly or indirectly controls, is controlled by, or is under common control with a Party. For purposes of this definition, "control" means having ownership of more than fifty percent (50%) of the equity securities entitled to vote for the election of directors (or, in the case of an entity that is not a corporation, for the election of the corresponding managing authority). An entity will be deemed to be an "Affiliate" only for so long as such control exists.

(b) "**Aggregate Data**" means any data that is derived or aggregated in deidentified form from (i) any Customer Materials; or (ii) Customer's and/or its Authorized Users' Use of the Services, including, without limitation, any usage data or trends with respect to the Services.

(c) "**Authorized User**" means an employee, contractor, of Customer whom Customer has authorized to Use the Services.

(d) "**Customer Data**" means all information, data, content, and other materials, in any form or medium, that is submitted, posted, collected, transmitted, or otherwise provided by or on behalf of Customer through the Services or to Securonix in connection with Customer's Use of the Services, but excluding, for clarity, Aggregate Data and any other information, data, data models, content, or materials owned or controlled by Securonix and made available through or in connection with the Services.

(e) "**Documentation**" means the operator and user manuals, training materials, specifications, minimum system configuration requirements, compatible device and hardware list and other similar materials in hard copy or electronic form (including materials found at http://documentation.securonix.com) as provided by Securonix to Customer (including any revised versions thereof) relating to the Services, which may be updated by Securonix from time to time upon notice to Customer.

(f) "**Entitlements**" means the limits, volume, or other measurement or conditions of permitted Use for the Services as set forth in the applicable Order Form.

(g) "**Implementation Services**" means the implementation, installation, configuration, consulting, and/or other professional services, if any, to be provided by Securonix to Customer in accordance with a mutually executed Statement of Work, which will be executed separately between the Parties. Each Statement of Work is hereby incorporated into and governed by this Agreement by reference. The terms as outlined in the Implementation Services Exhibit set forth herein as Exhibit D shall also apply to the Implementation Services.

(h) "**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), inventions, copyrights, trade secrets, know-how, data and database rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

(i) "**Order Form**" means a (i) mutually executed order form or other mutually agreed upon ordering document; (ii) purchase order issued by Customer and accepted by Securonix in writing; or (iii) quote issued by Securonix and accepted by Customer, in each case which references this Agreement and sets forth the applicable Services and Implementation Services to be provided by Securonix.

(j) "**Person**" means any individual, corporation, partnership, trust, limited liability company, association, governmental authority or other entity.

(k) "**RIN**" means a remote ingester node.

(l) "**Securonix IP**" means the Services, the underlying Software provided in conjunction with the Services, RIN, source code, threat models, use cases, behavior models, machine learning models, dashboards, algorithms, rulesets, report interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Services or any Implementation Services, and Documentation and Aggregate Data, all improvements, updates, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all Intellectual Property Rights in and to any of the foregoing.

(m) "**Service**" means the Securonix Software as a Service provided and maintained by Securonix and more particularly described or identified in the applicable Order Form, and any updates, patches, bug fixes, and upgrades that Securonix elects to provide to Customer.

(n) "**Software**" means a specific and unique instance of the Securonix Software product that is made available to Customer as a Service or a part thereof and includes any new releases or maintenance and support updates to such Software as Securonix makes generally commercially available during the applicable Term. Securonix Software does not include Customer Materials.

(o) **"Statement of Work"** or **"SOW"** means a statement of work mutually agreed upon between Securonix and Customer for Implementation Services and governed by this Agreement.

(p) "**Use**" means to use and/or access the Services or RIN in accordance with this Agreement and the Documentation.

2. SERVICES; ACCESS AND USE.

(a) Services. Subject to the terms and conditions of this Agreement, including Customer's obligations under Section 4, Securonix hereby grants Customer a limited, non-exclusive, non-transferable

(except in compliance with Section 14(f)) right to Use the Services during the Term, solely for Customer's internal business purposes in accordance with, and subject to, the Entitlement.

(b) RIN. Securonix hereby grants Customer a non-exclusive, worldwide, royalty-free right and license to Use the RIN solely for the purpose of transmitting the Customer Data in connection with the Services during the Term.

(c) Use Restrictions. Customer will not at any time and will not permit any Person (including, without limitation, Authorized Users) to, directly or indirectly: (i) use the Services or RIN in any manner beyond the scope of rights expressly granted in this Agreement; (ii) modify or create derivative works of the Services, RIN, or Documentation, in whole or in part; (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Services or RIN, in whole or in part; (iv) frame, mirror, sell, resell, rent or lease use of the Services to any other Person, or otherwise allow any Person to use the Services or RIN for any purpose other than for the benefit of Customer in accordance with this Agreement; (v) use the Services, RIN, or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable law; (vi) interfere with, or disrupt the integrity or performance of, the Services, RIN, or any data or content contained therein or transmitted thereby; (vii) access or search the Services or RIN (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than Software or Services or RIN features provided by Securonix for use expressly for such purposes; or (viii) use the Services, RIN, or Documentation or any other Securonix Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Services.

(d) Authorized Users. Customer will not allow any Person other than Authorized Users to Use the Services. Customer may permit Authorized Users to Use the Services, *provided* that (i) the Use, including the number of Authorized Users, does not exceed the Entitlement; (ii) Customer ensures each Authorized User complies with all applicable terms and conditions of this Agreement and Customer is responsible for acts or omissions by Authorized Users in connection with their Use of the Services; and (iii) the Use complies with all applicable laws and regulations. Customer will, and will require all Authorized Users to, use all reasonable means to secure usernames and passwords, hardware and software used to access the Services in accordance with customary security protocols, and will promptly notify Securonix if Customer knows or reasonably suspects that any username and/or password has been compromised. Each account for the Services may only be accessed and used by the specific Authorized User for whom such account is created. Securonix will not be liable, and Customer will be solely responsible, for (A) any unauthorized access, damage or loss that may occur through the use or misuse of Customer's user names, passwords, hardware or software; or (B) any activities that occur under any account issued to or created by Customer in connection with Customer's use of the Services, including any unauthorized access or usage of any such account, in each case, except to the extent proven to have been directly caused by Securonix's gross negligence, willful misconduct or fraud.

(e) Services Tools. Securonix may use tools, scripts, software, and utilities (collectively, the "tools") to monitor and administer the services and to help resolve Customer's Securonix service requests. Customer Data collected by the tools (excluding production data) may also be used to assist in managing Securonix's product and service portfolio and for license management. If Securonix provides Customer with access to or use of any tools in connection with the Services, any such tools are provided by Securonix on an "as is" basis and Securonix does not provide technical support or offer any warranties for such tools.

(f) Third-Party Services. Certain features and functionalities within the Services may allow Customer and its Authorized Users to interface or interact with, access and/or use compatible third-party services, products, technology and content (collectively, "**Third-Party Services**") through the Services. Securonix does not provide any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors, or bugs in the Services or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto. Customer is solely responsible for maintaining the Third-Party Services and obtaining any associated licenses and consents necessary for Customer to use the Third-Party Services in connection with the Services.

(g) Trial Use. If specified in the Order Form, Customer may order certain Services or specific features and functions for limited periods solely for evaluation and non-production purposes ("**Trial**"). The Trial will be for the term and scope of use as specified in the Order Form for such Trial. SERVICES ACQUIRED FOR TRIAL PURPOSES ARE PROVIDED "AS IS" AND SECURONIX DOES NOT OFFER ANY WARRANTIES FOR SUCH SERVICES AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER ACKNOWLEDGES AND AGREES THAT SERVICES PROVIDED UNDER A TRIAL ARE PROVIDED WITHOUT ANY WARRANTY OR ANY SUPPORT SERVICE (INCLUDING ANY UPDATES OR UPGRADES).

(h) Beta Service. Securonix may, in its sole discretion, make available to Customer a preview, limited release, alpha, beta, or other pre-release version or feature of the Service for non-production use (each, a "**Beta Service**"). Customer's use of a Beta Service will be for the term specified in the Order Form of statement of work for such Beta Service. Securonix may, in its sole discretion, discontinue the Beta Service, at any time for any or no reason. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER ACKNOWLEDGES AND AGREES THAT BETA SERVICES ARE PROVIDED WITHOUT ANY WARRANTY OR ANY SUPPORT SERVICE (INCLUDING ANY UPDATES OR UPGRADES).

(i) Reservation of Rights. Subject to the limited rights expressly granted hereunder, Securonix reserves and, as between the Parties will solely own, the Securonix IP and all rights, title and interest in and to the Securonix IP. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

(j) Feedback. From time to time, Customer or its employees, contractors, or representatives may provide Securonix with suggestions, comments, feedback or the like with regard to the Services (collectively, "**Feedback**"). Customer hereby grants Securonix a perpetual, irrevocable, royalty-free and fully-paid up license to use and exploit all Feedback in connection with Securonix's business purposes, including, without limitation, the testing, development, maintenance and improvement of the Services or RIN.

3. ENTITLEMENTS.

(a) General. Customer is entitled to use the Services in accordance with its Entitlements. Any Securonix IP licensed to Customer for use with a Services is subject to the same Entitlements that applies to the Services with which such Securonix IP is used. Securonix will monitor Customer's Use of the Services on a monthly basis in order to ensure that such usage complies with the Entitlements. In the event that Customer's use exceeds the Entitlements ("**Overages**") for the preceding month ("**Overage Period**"), Securonix will notify Customer ("**Notice of Overage**"). Events per second ("**EPS**") overage will be calculated based on the 95th percentile score of Customer's monthly EPS log, (i.e., Customers can exceed Entitlements for brief periods of time (totaling 5%) without incurring the financial costs associated with increasing their Entitlements amount).

(b) Reconciliation. Customer will have ten (10) business days ("**Grace Period**") from the date of the Notice of Overages to respond to Securonix with Customer's intent to either reduce the usage to comply with the Entitlements or amend the applicable Order Form to increase the Entitlements. In the event that Customer elects to reduce usage to comply with the Entitlement, Securonix will work with Customer, in good faith, to reduce such usage. In the event that Customer wishes to increase the Entitlement, the parties will have thirty (30) days ("**Reconciliation Period**") to amend the then-current, applicable Order Form to increase the Entitlement.

(c) Fees. To the extent that Customer's usage exceeds the Entitlements by less than twenty percent (20%) in a given Overage Period, there will be no charge to Customer for such Overages during the Overage, Grace, and Reconciliation Periods. To the extent that Customer's usage exceeds the Entitlements by more than twenty percent (20%), Customer will be billed either (1) the amount listed in the Order, if applicable; or (2) the pro rata rate of the overage plus twenty-five percent (25%) for the Overage, Grace, and Reconciliation Periods.

(d) Payment. Customer is responsible to remit payment for all fees associated with Overages as stated in this Section 3, in accordance with Section 4.

4. **FEES AND PAYMENT.**

(a) Fees. Except to the extent that Customer places an order through an authorized reseller of Securonix, Customer will pay Securonix the non-refundable fees set forth in the relevant Order Form in accordance with the terms therein ("**Fees**") and without offset or deduction. Securonix reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then-current Renewal Term, upon sixty (60) days' prior notice to Customer (which may be sent by email); any increase to Fees will not exceed 10% of the Fees paid by Customer in the previous twelve (12) month period. Except as otherwise provided in the relevant Order Form, Securonix will issue annual invoices to Customer during the Term, and Customer will pay all amounts set forth on any such invoice no later than thirty (30) days after the date of such invoice or as set forth in an Order Form. If Customer has signed up for automatic billing, Securonix will charge Customer's selected payment method for any Fees on the applicable payment date, including any applicable taxes. If Securonix cannot charge Customer's selected payment method for any reason (such as expiration or insufficient funds), Customer remains responsible for any uncollected amounts, and Securonix will attempt to charge the payment method again as Customer may update its payment method information. In accordance with local law, Securonix may update information regarding Customer's selected payment method if provided such information by Customer's financial institution.

(b) Payments. Payments due to Securonix under this Agreement must be made in U.S. dollars by check, wire transfer of immediately available funds to an account designated by Securonix or such other payment method mutually agreed by the Parties. All payments are non-refundable and neither Party will have the right to set off, discount or otherwise reduce or refuse to pay any amounts due to the other Party under this Agreement. If Customer fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law and Securonix may suspend Services until all payments are made in full. Customer will reimburse Securonix for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest.

(c) Taxes. Customer is responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable by Customer to Securonix hereunder, other than any taxes imposed on Securonix's income. Without limiting the foregoing, in the event that Customer is required to deduct or

withhold any taxes from the amounts payable to Securonix hereunder, Customer will pay an additional amount, so that Securonix receives the amounts due to it hereunder in full, as if there were no withholding or deduction.

5. **CONFIDENTIAL INFORMATION; DATA SECURITY.**

(a) As used herein, "**Confidential Information**" means any information that one Party (the "**Disclosing Party**") provides to the other Party (the "**Receiving Party**") in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, Securonix IP will be deemed Confidential Information of Securonix. However, Confidential Information will not include any information or materials that: (i) were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by the Receiving Party; (ii) were rightfully known by the Receiving Party prior to receiving such information or materials from the Disclosing Party; (iii) are rightfully acquired by the Receiving Party from a third party who has the right to disclose such information or materials without breach of any confidentiality or non-use obligation to the Disclosing Party; or (iv) are independently developed by or for the Receiving Party without use of or access to any Confidential Information of the Disclosing Party

(b) The Receiving Party will maintain the Disclosing Party's Confidential Information in strict confidence and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement; *provided* that Securonix may use and modify Confidential Information of Customer in deidentified form for purposes of developing and deriving Aggregate Data. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (i) to those employees, representatives, or contractors of the Receiving Party who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Agreement, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

(c) Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date first disclosed to the Receiving Party; *provided*, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(d) The terms and conditions of this Agreement will constitute Confidential Information of each Party but may be disclosed on a confidential basis to a Party's advisors, attorneys, actual or bona fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

(e) Data Protection. Without limitation of its general confidentiality obligations in this Agreement, Securonix further represents, warrants and covenants to Customer that it will employ industry standard technical, administrative, and physical security measures to protect Customer Materials and Confidential Information and use reasonable care and skill in the access, collection, transmission, processing, and use thereof, including without limitation by implementing and maintaining an information security and destruction policy in accordance with or exceeding industry standards that includes, at a minimum, (a) managing and changing passwords and security parameters for Securonix's computers and networks on an ongoing basis, (b) logging all successful and unsuccessful log-in attempts to Securonix's computers and

networks, including, without limitation, the originating address (e.g., the IP address or media access control address), and (c) establishing and maintaining sufficient controls to meet the standards stated in ISO 27001:2013 and SOC 2, Type II + HiTrust.

6. **SUPPORT AND SERVICE LEVELS.**

(a) Support. Securonix will provide Customer with reasonable technical support for the Services in accordance with the support terms set forth in Exhibit B.

(b) Service Levels and Credits. Subject to the terms and conditions of this Agreement, Securonix will use commercially reasonable efforts to make the Services available in accordance with the service levels set forth in Exhibit C. Customer acknowledges and agrees that the service levels are performance targets only and any failure of Securonix to meet any service level will not result in any breach of this Agreement or any payment or liability of Securonix to Customer. Customer further acknowledges and agrees that (i) the service credits set forth in Exhibit C are Customer's sole remedy in the event of Securonix's failure to meet any service level.

7. **CUSTOMER MATERIALS AND DATA.**

(a) Securonix acknowledges that, as between Customer and Securonix and except as set forth in Section 7(b), Customer owns and retains all right, title, and interest in and to all Customer Materials.

(b) Customer hereby grants Securonix a non-exclusive, worldwide, royalty-free right, and license to use, reproduce, display, perform, modify the Customer Materials solely for the purpose of hosting, operating, improving, and providing the Services, Implementation Services, and Securonix's other related products, services and technologies during the Term.

(c) Customer represents and warrants that (i) it has obtained and will obtain and continue to have, during the Term, all necessary rights, authority and licenses for the access to and use of the Customer Materials (including any personal data provided or otherwise collected pursuant to Customer's privacy policy) as contemplated by this Agreement; and (ii) Securonix's use of the Customer Materials in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligations between Customer and any third party.

Customer is solely responsible for (i) taking steps to maintain appropriate security, protection, and backup of Customer Data (which may include the use of encryption technology to protect Customer Data from unauthorized access), and (ii) routine archiving of Customer Data. Customer is responsible for securing, protecting and maintaining the confidentiality of Customer's account username, passwords and access tokens. Neither Customer nor its Users will share Customer passwords or access codes. Customer is responsible for any access and use of the Services via Customer's or its Users' accounts and for all activity that occurs in connection with Customer's or its Users' accounts, regardless of whether the activities were undertaken by Customer, a User or a third party. Securonix will not be liable for any loss or damage arising directly or indirectly from Customer's failure to maintain the security of Customer's account and password or for unauthorized access to Customer's account.

8. **REPRESENTATIONS AND WARRANTIES.** Each Party hereby represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; and (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of such Party and have been duly authorized by all necessary corporate action on the part of such Party, and constitute a valid and binding agreement of such Party.

9. **INDEMNIFICATION.**

(a) Securonix Indemnification. Subject to Section 9(b), Securonix will defend Customer against any claim, suit or proceeding brought by a third party ("**Claims**") alleging that Customer's Use of the Services or RIN infringes or misappropriates such third party's Intellectual Property Rights, and will indemnify and hold harmless Customer against any damages and costs awarded against Customer or agreed in settlement by Securonix (including reasonable attorneys' fees) resulting from such Claim.

(b) Exclusions. Securonix's obligations under Section 9(a) will not apply if the underlying third-party Claim arises from or as a result of: (i) Customer's breach of this Agreement, negligence, willful misconduct or fraud; (ii) any Customer Materials; (iii) Customer's failure to use any enhancements, modifications, or updates to the Services or RIN that have been provided by Securonix; (iv) modifications to the Services or RIN by anyone other than Securonix; or (v) combinations of the Services with software, data or materials not provided by Securonix.

(c) IP Remedies. If Securonix reasonably believes the Services (or any component thereof) could infringe any third party's Intellectual Property Rights, Securonix may, at its sole option and expense use commercially reasonable efforts to: (i) modify or replace the Services, or any component or part thereof, to make it non-infringing; (ii) procure the right for Customer to continue Use; or (iii) terminate this Agreement, in its entirety or with respect to the affected component, by providing written notice to Customer. The rights and remedies set forth in this Section 9 will constitute Customer's sole and exclusive remedy for any infringement or misappropriation of Intellectual Property Rights in connection with the Services.

(d) Customer Indemnification. Customer will defend Securonix against Claims arising from (i) any Customer Materials, including, without limitation, (A) any Claim that the Customer Materials infringe, misappropriate or otherwise violate any third party's Intellectual Property Rights or privacy or other rights; or (B) any Claim that the use, provision, transmission, display or storage of Customer Materials violates any applicable law, rule or regulation; (ii) any of Customer's products or services; and (iii) Use of the Services by Customer or its Authorized Users in a manner that is not in accordance with this Agreement or the Documentation, including, without limitation, any breach of the license restrictions in Section 2(c), and in each case, will indemnify and hold harmless Securonix against any damages and costs awarded against Securonix or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such Claim.

(e) Indemnification Procedures. The Party seeking defense and indemnity (the "**Indemnified Party**") will promptly (and in any event no later than thirty (30) days after becoming aware of facts or circumstances that could reasonably give rise to any Claim) notify the other Party (the "**Indemnifying Party**") of the Claim for which indemnity is being sought and will reasonably cooperate with the Indemnifying Party in the defense and/or settlement thereof. The Indemnifying Party will have the sole right to conduct the defense of any Claim for which the Indemnifying Party is responsible hereunder (*provided* that the Indemnifying Party may not settle any Claim without the Indemnified Party's prior written approval unless the settlement is for a monetary amount, unconditionally releases the Indemnified Party from all liability without prejudice, does not require any admission by the Indemnified Party, and does not place restrictions upon the Indemnified Party's business, products or services). The Indemnified Party may participate in the defense or settlement of any such Claim at its own expense and with its own choice of counsel or, if the Indemnifying Party refuses to fulfill its obligation of defense, the Indemnified Party may defend itself and seek reimbursement from the Indemnifying Party.

10. **IMPLEMENTATION SERVICES WARRANTY; DISCLAIMER.** Securonix warrants that Implementation Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of five (5) days from the completion of any

Implementation Services, except as otherwise agreed to between the parties in the applicable statement of work for such Implementation Services. As Customer's sole and exclusive remedy and Securonix's entire liability for any breach of the foregoing warranty, Securonix will promptly re-perform any Implementation Services that fail to meet this limited warranty. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES, IMPLEMENTATION SERVICES AND OTHER SECURONIX IP ARE PROVIDED ON AN "AS IS" BASIS, AND SECURONIX MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER, ITS AUTHORIZED USERS OR TO ANY OTHER PARTY REGARDING THE SECURONIX IP, THE SERVICES, IMPLEMENTATION SERVICES OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SECURONIX HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, SECURONIX HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE SERVICES OR IMPLEMENTATION SERVICES WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED.

11. LIMITATIONS OF LIABILITY.

(a) EXCLUSION OF DAMAGES. EXCEPT FOR: (I) ANY INFRINGEMENT BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (II) FRAUD OR WILFUL MISCONDUCT BY EITHER PARTY, OR (III) BREACH OF CUSTOMER'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SECURONIX IP OR THE PROVISION OF THE SERVICES AND IMPLEMENTATION SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(b) TOTAL LIABILITY. EXCEPT FOR: (I) ANY INFRINGEMENT BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (II) FRAUD OR WILFUL MISCONDUCT BY EITHER PARTY, OR (III) BREACH OF CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER OR ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO SECURONIX IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE..

(c) BASIS OF THE BARGAIN. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN SECURONIX AND CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

12. **TERM AND TERMINATION.**

(a) Term. The initial term of this Agreement begins on the Effective Date and expires at the end of the Initial Term specified in the relevant Order Form (the "**Initial Term**"). Following the Initial Term, this Agreement will automatically renew for additional periods of one (1) year (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**"), unless either Party provides the other with at least thirty (30) days' written notice of its intent not to renew this Agreement prior to the end of the then-current Term.

(b) Termination. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. For the avoidance of doubt, any nonpayment, whether by Customer or a reseller, through which Customer has purchased the Services, shall be deemed a material breach of this Agreement.

(c) Survival. This Section 12(c) and Sections 1, 2(a), 2(c), 2(f), 3, 4, 5, 7, 8, 9, 10, 11, 12(d), and 14 survive any termination or expiration of this Agreement.

(d) Effect of Termination. Upon expiration or termination of this Agreement: (i) the rights granted pursuant to Section 2(a) will terminate; and (ii) Customer will return or destroy, at Securonix's sole option, all Securonix Confidential Information in its possession or control, including permanent removal of such Securonix Confidential Information (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in Customer's possession or under Customer's control, and at Securonix's request, certify in writing to Securonix that the Securonix Confidential Information has been returned, destroyed or, in the case of electronic communications, deleted. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due or otherwise accrued through the effective date of expiration or termination or entitle Customer to any refund.

13. **TRADEMARKS.** Customer hereby grants Securonix a limited, non-exclusive, royalty-free license to use and display Customer's name, designated trademarks and associated logos (the "**Customer Marks**") during the Term in connection with (i) the hosting, operation and maintenance of the Services; and (ii) Securonix's marketing and promotional efforts for its products and services, including by publicly naming Customer as a customer of Securonix and in case studies. All goodwill and improved reputation generated by Securonix's use of the Customer Marks inures to the exclusive benefit of Customer. Securonix will use the Customer Marks in the form stipulated by Customer and will conform to and observe such standards as Customer prescribes from time to time in connection with the license granted hereunder.

14. **GENERAL.**

(a) Entire Agreement. This Agreement, including its exhibits, is the complete and exclusive agreement between the Parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the Parties. It is expressly agreed that the terms of this Agreement, including the Order Form, shall supersede the terms in any purchase order or other non-Securonix document and no terms included in any such purchase order or other non-Securonix document shall apply to the Services ordered.

(b) Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be sent to the relevant address set forth below or to such other address as may be specified by the relevant Party to the other Party in accordance with this Section 14(b). Such notices will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally

recognized express courier, with written confirmation of receipt; (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) when sent by email, on the date the email was sent without a bounce back message if sent during normal business hours of the receiving party, and on the next business day if sent after normal business hours of the receiving party.

If to Securonix: Securonix, Inc.
5080 Spectrum Drive
Suite 950W
Addison, Texas 75001
Attention: Legal Department
Email: legal@securonix.com

If to Customer: 1363 Cloverdale Ln
Jacksonville, Florida 32221-1488
United States
Attention: [NAME / TITLE]
Email: [EMAIL ADDRESS]

(c) Waiver. Either Party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party granting the waiver.

(d) Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the remaining provisions of this Agreement will remain in full force and effect.

(e) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Northern District of Texas and the Parties irrevocably consent to the personal jurisdiction and venue therein.

(f) Assignment. Neither Party may assign or transfer this Agreement, by operation of law or otherwise, without the other Party's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a third party that succeeds to all or substantially all of the assigning Party's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and permitted assigns.

(g) Equitable Relief. Each Party agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm and significant damages for which there may be no adequate remedy under law and that, in the event of such breach or threatened breach, the other Party will have the right to seek immediate equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(h) Force Majeure. Neither Party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, which may include labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.

(i) Subcontracting. Securonix may use subcontractors, and other third-party providers ("**Subcontractors**") in connection with the performance of its own obligations hereunder as it deems appropriate, *provided* that Securonix remains responsible for the performance of each such Subcontractor. Notwithstanding anything to the contrary in this Agreement, with respect to any third-party vendors including any hosting (e.g. AWS) or payment vendors (e.g. PayPal), Securonix will use commercially reasonable efforts to guard against any damages or issues arising in connection with such vendors, but will not be liable for the acts or omissions of such third-party vendors except to the extent that it has been finally adjudicated that such damages or issues are caused directly from the gross negligence or willful misconduct of Securonix.

(j) Export Regulation. Customer affirms that it is not named on, owned by, or acting on behalf of any U.S. government denied-party list, and it agrees to comply fully with all relevant export control and sanctions laws and regulations of the United States ("**Export Laws**") to ensure that neither the Services, Software, any Customer Materials, nor any technical data related thereto is: (i) used, exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications. Customer will complete all undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

(k) U.S. Government End Users. The Services, software and Documentation are "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and other relevant government procurement regulations. Any use, duplication, or disclosure of the software or its documentation by or on behalf of the U.S. government is subject to restrictions as set forth in this Agreement.

(l) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the Parties. Neither Party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other Party's prior written consent.

(m) No Third-Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns.

(n) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Securonix, Inc. "Securonix"	**Jacksonville Sheriff's Office "Customer"**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

securonix

EXHIBIT A – ORDER FORM #1

Contacts

Customer:
Jacksonville Sheriff's Office
1363 Cloverdale Ln
Jacksonville, Florida 32221-1488
United States

Email: jack.engelage@jaxsheriff.org

Securonix, Inc.
5080 Spectrum Drive
Suite 950W
Addison, Texas 75001

Email: bcouto@securonix.com

Deployment: Standard Multi-tenant Model

Services:

Product Number	Solution Detail	Type	Quantity	Solution Price
SIEM-UEBA-0919	Next-Gen SIEM (SIEM and UEBA) • Includes Security Data Lake Platform • Includes Securonix UEBA Platform • Includes 7 days of hot, 90 days searchable, 365 days cold data retention . • Includes correlation rules, compliance reports/dashboards • Includes Insider Threat Analytics Application • Includes Cyber Threat Analytics Application • Includes Cloud Security Analytics • Includes Spotter™ Search with event super-enrichment	3-Year Term; Paid Annually	Identities: 4,200 Total EPS: 1,750	Pricing will be provided by Netsync Network Solutions Inc, an authorized partner of Securonix.
NxLog	NxLog Includes NXLog for 385 endpoints for 1 year		385 Windows Servers	
SAASHIDR	Premium Data Retention • Includes indexed data retention in Securonix SOLR • Priced by number of days of ('Premium') indexed data to be stored	Increments of 7 or 30 days	Retention Days: 7	
SAASWIDR	Standard Data Retention • Priced by number of days of ('Standard') long term data to be stored	Increments of 90 or 365 days	Retention Days: 90	
SAASANIDR	Cold Data Retention • Priced by number of days of long term data to be archived	Increments of 365 days	Retention Days: 365	

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Implementation Services:

Product Number	Implementation Services	Price
SPI	Phase:1 Implementation for Go-live •Setting up the environment. • Adding four most important data sources. •Identification of the most important use cases and modules. •Recommend 6-10 high fidelity Use Cases* per Workstream •Ensuring Go-Live and turnover to the customer.	Pricing will be provided by Netsync Network Solutions Inc. an authorized partner of Securonix.

Term: The initial term of this Order Form commences on the Effective Date and ends three (3) years from the Order Form Effective Date (the "**Initial Term**").

Payment: Securonix will invoice, and Customer will pay, the Annual Price (i) for the first year of the Initial Term upon the Order Form Effective Date; and (ii) for each year thereafter on each successive anniversary of the Order Form Effective Date.

Additional Terms: The following additional terms will apply to this Order Form #1:

1. The Service requires a purchase order for the first year to be invoiced by 10/28/2022.
2. Platinum Level Annual Support and Maintenance is included with all Software as a Service Solutions.
3. Software as a Service is priced for production use only. Non-production (i.e., DR, Dev, Test, etc.) use is not included, but is available for an additional fee.
4. Increases in data ingestion rate above the 1,750 EPS specified will incur an additional fee of $ 7.64 per EPS per month.

This Order Form ("**Order Form #1**") is entered into as of 10/28/2022 (the "**Order Form Effective Date**") between Securonix Inc. ("**Securonix**"), and the customer listed above ("**Customer**"). This Agreement includes and incorporates (i) the above Order Form and (ii) the Securonix Master Software as a Service Agreement. There will be no force or effect to any different terms of any related purchase order or similar form after the date hereof. It is expressly agreed that the terms of the Agreement and this Order Form shall supersede the terms in any purchase order or other non-Securonix document and no terms included in any such purchase order or other non-Securonix document shall apply to the Services ordered.

Securonix, Inc. "Securonix"	**Jacksonville Sheriff's Office "Company"**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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EXHIBIT B – SECURONIX SERVICES SUPPORT

Securonix provides telephone support, online documentation, web forums, email and a web-based portal for submitting cases and tracking case status. Support cases are handled based on case priority levels as described below. When submitting a case, Customers will select the priority for initial response by logging the case online, in accordance with the priority guidelines set forth below. When the case is received, Securonix Customer Support may change the priority if the issue does not conform to the criteria for the selected priority and will provide Customers with notice (electronic or otherwise) of such change. Securonix will respond to Securonix support requests in accordance with the guidelines set forth below.

(a) Case Priority Levels

Case priorities are assigned based on the technical importance of the problem.

P1 = Securonix Services is completely inaccessible for Customer. P1s are considered to be service outages and will be triaged until resolved.
P2 = One or more key features of Securonix Services are unusable. For example, Customer is not able to access their instance, data ingestion is not occurring as expected, analytics are not functioning as expected, or significant performance issues.
P3 = Any other case where the Securonix Service is not operating as documented or when the Securonix Service is being used within the purchased aggregate volumes and storage periods, and there is a material degradation in the performance of the Securonix Service.
P4 = All enhancement requests. Enhancement requests are customer-specific requests for additional services or functionality, policy updates, or other requests.

Response Times
Initial Response & Acknowledgment, by case priority
P1: One (1) hour from the time of notification of the P1 either from internal monitoring or customer escalation
P2: Four (4) hours from the time of notification of the P2 either from internal monitoring or customer escalation.
P3: Forty-Eight (48) hours from the time of notification of the P3 either from ticket creation or other notification.
P4: Three (3) business days

Escalation, by case priority

Priority	Ops Leader	VP	Senior Leadership
P1	Immediate	Immediate	Immediate
P2	Immediate	4 hours	1 business day
P3	24 hours	48 hours	1 week
P4	1 week	2 weeks	1 month

Email Status Updates for Open Cases, by case priority
P1: Hourly

P2: Twice per day
P3: Once per day
P4: None or as agreed between Securonix and customer

(b) Authorized Support Contacts

Support will be provided solely to the individual(s) authorized by the Customer to receive such support from Securonix ("**Support Contacts**"). Securonix strongly recommends that Support Contact(s) be trained on the applicable Securonix Service(s). The Customer's Order Form(s) will indicate a maximum number of authorized Support Contacts for the Customer's license level. The Customer will be asked to designate Support Contacts, including email address and Securonix.com login ID, following Securonix's acknowledgment of the Customer's Order Forms(s).

(c) Support Hours

Support is provided via telephone, email and web portal. Support will be delivered by a member of Securonix's technical support team during the regional hours of operation listed below.

P1: 24 x 7
P2: 24 x 7 (with P1s taking priority)
P3: 24 x 7 (with P1s and P2s taking priority)
P4: Monday through Friday during standard business hours (8 am to 5 pm Central); excluding Securonix holidays

(d) Customer's Obligation to Assist

If Customer submits a ticket pursuant to this Exhibit B regarding Securonix Services, Securonix may require Customer's reasonable cooperation. The Customer's failure to provide the requested cooperation may prevent Securonix from resolving such ticket as submitted by Customer.

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Exhibit C – SECURONIX SERVICES SERVICE LEVEL AVAILABILITY

Securonix will provide 99.5% availability of the Service for Use by Customer. Availability will be calculated on a calendar monthly basis. System maintenance shall not exceed 8 hours per month.

Availability of the solution will be measured by Securonix at the Service level and not the individual Authorized User level. Problems that impact individual Authorized User access or operation of the Services will be handled via problem tickets and managed under the severity and response process described in Exhibit B ("**Securonix Services Support**").

(a) Production Solution Monthly Availability Percentage

% Uptime/Availability	Downtime Credits to Customer (% of monthly fee)
>99.5% (target)	NO CREDIT
Between 98% and 99.5%	5%
Between 97% and 98%	10%

(b) Exclusions. A Customer will not be entitled to a service credit if it is in breach of its Agreement, including payment obligations. The service level commitment does not apply to any downtime, suspension or termination of the Services that results from:

- Account suspension or termination due to Customer's breach of the Agreement.
- Routine scheduled maintenance.
- Unscheduled, emergency maintenance or an emergency caused by factors outside Securonix's reasonable control, including force majeure events such as acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, Customer Data, third party content or internet service provider failures or delays (including, but not limited to, issues / outages related to cloud providers or other utilities).
- Failure due to a Customer's equipment, software or other technology, or third-party equipment, software or technology (other than those which are under Securonix's control).
- Failures resulting from software or technology for which Securonix is not responsible under the Agreement.
- Customer's ability or inability to operate the RIN is addressed by Securonix's support services. For purposes of the service level commitment, the RIN is excluded from the calculation of the availability of the Securonix Service.

No Service Level Commitment is provided for free, proof-of-concept, trial services (Section 2(g)), or beta services (Section 2(h)).

(c) Service Credit Claims. To receive a service credit, a Customer must file a claim for such credit within fifteen (15) days following the event that the Service Level Commitment was not met for the Securonix Services Service, by contacting Securonix at Securonix-SaaS-Billing@securonix.com with a complete description of the downtime, how the Customer was adversely affected, and for how long. Securonix reserves the right to deny the service credit if the Customer does not qualify. The service credit remedy set forth in this Service Level Availability Exhibit is the Customer's sole and exclusive remedy for the unavailability of the Securonix Services Service.

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EXHBIT D – IMPLEMENTATION SERVICES

1. Implementation Service Fees

The fees associated with the performance of the Implementation Services will be as set forth in the applicable Statement of Work. Customer will be responsible for reasonable travel and related expenses incurred as a result of delivering the Implementation Services as indicated in any applicable Statement of Work. Payment of fees and expenses will be due in accordance with Section 4 ("Fees and Payment") of the Agreement.

2. Ownership

As between the Parties, Securonix owns all right, title, and interest in and to all pre-existing property (including, all Intellectual Property Rights embodied therein), as well as all deliverables. There will be no work product created under a Statement of Work for Implementation Service. Notwithstanding any terms to the contrary in this Exhibit D or the Agreement, Securonix owns all right, title, and interest in and to any and all bug-fixes, extensions, improvements, or enhancements to the Securonix Open Source Distribution or the Software (including all Intellectual Property Rights embodied therein) and no rights to either are granted hereunder.

3. Out-of-pocket Expenses

Customer agrees to promptly reimburse Securonix for any out-of-pocket expenses and costs incurred in connection with the performance of any Implementation Services.

4. Invoice Discounts and Credits; Revoked in the Event Customer Fails to Pay

Customer acknowledges that as a further inducement to enter into this Agreement, Securonix may extend credits, discounts, and/or apply professional courtesies to Customer. Customer further agrees and acknowledges that any credits, discounts, or professional courtesies extended to Customer by Securonix are subject to revocation by Securonix in the event Customer fails to timely pay a Securonix invoice or is in breach of any of the provisions of this Agreement.

5. Questions Regarding a Securonix Invoice

Customer agrees to address any questions or complaints concerning any Securonix invoice in writing to Securonix within thirty (30) days of receipt thereof. If Customer fails to address any questions or complaints, Securonix will assume that the applicable invoice is acceptable to Customer; that Customer is satisfied with the services represented by said invoice, and that said invoice represents the true and fair value of services rendered by Securonix. Customer further agrees that an account has been stated and waives any defenses thereto.

6. Statutory, Regulatory, Industry, and Internal Compliance

If Customer requires any equipment (hardware and/or software) or service provided by Securonix to meet statutory, regulatory, industry or other such external compliance requirements, or Customer's

internal compliance requirements. Customer shall notify Securonix of those compliance requirements at the time of issuance of a Sales Order, and those compliance requirements shall be set forth in writing in a Sales Order issued and signed by Securonix.

NETSYNC

Purchase Agreement

This Purchase Agreement ("Agreement") is made by and between Netsync Network Solutions ("Netsync") and Jacksonville Sheriff's Office ("Customer") on this 13th day of October 2022 regarding Netsync Quote #AAAQ374109 (the "Order"). Customer agrees that this Order is governed by the Master Software as a Service Agreement made between Securonix, Inc. and Customer effective October 12, 2022 including Customer's further understanding and acknowledgement that it is subjected to any additional fees as outlined in the Master Software as a Service Agreement.

ACCEPTED BY:

Client Contact Signature	Netsync Contact Signature
Printed Name	Nicole Nordhougen Printed Name
Title	General Counsel Title

SUBJECT: **Securonix NextGen SIEM Security Analytics SaaS Platform**

BID #: **SC-0454-22** **OPEN DATE:** **09/21/2022**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – Three (3) years from date of award

AGENCY: Jacksonville Sheriff's Office

BASIS OF AWARD: All or None, to the lowest responsive, responsible bidder

NUMBER OF BIDS INVITED: 22 **NUMBER RECEIVED:** 1 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval of award to Netsync Network Solutions, Inc. as the lowest responsive, responsible bidder for Securonix NextGen SIEM Security Analytics SaaS Platform for the Jacksonville Sheriff's Office. Period of service is three (3) years from date of award. Total estimated award not to exceed $194,520.00.

Funding for this award to be encumbered for the first year (FY22) by account: 00111.552104.546620.000000.00000000, to be executed by purchase order.

Attachments: Recommendation Memo, Tabulation Sheet, Terms and Conditions, Specification

Analyst: _____ **RESPECTFULLY SUBMITTED:** _____
OLIVE WALLACE-COHEN DUSTIN FREEMAN, ACTING CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **DELORES O'NEAL, DIRECTOR OF POLICE SERVICES**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 10/6/2022

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 10/6/2022

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____ Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Jacksonville Sheriff's Office

PAT IVEY, SHERIFF

Serve • Protect • Connect

To: Dustin Freeman
Interim Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Delores O'Neal
Director of Police Services

Subject: SC 0454-22 Securonix NextGen SIEM Security Analytics SaaS Platform

Date: September 22, 2022

There was one (1) response received for SC-0454-22 Securonix NextGen SIEM Security Analytics SaaS Platform. We recommend awarding Netsync Network Solutions, the lowest responsive, responsible bidder, in the amount of $194,520.00, for a three (3) year period from date of award. The amount allocated for FY22, the first year, is $74,740.00 from account number 00111.552104.546620.000000.00000000.00000. The purchase will be made via a purchase order.

Please let me know if you require any additional information. Thank you for your assistance.

TITLE: Securonix NetGen SIEM Security Analytics SaaS Platform

BID NO: 80-0454-22

OPEN DATE: 09/27/2022

ANALYST: Olive Wallace-Ohlen

NO. INVITED: (22) No. Received: (1) No Bids: (0)

RECORDED BY: MELISSA PIERCE

ANNOUNCER: CARMELLA SPITLER

	NETSYNC NETWORK SOLUTIONS
ITEM # / DESCRIPTION	
1 YEAR 1	$ 74,740.00
2 YEAR 2	$ 59,890.00
3 YEAR 3	$ 59,890.00
TOTAL BID	$ 194,520.00
Delivery	30 Days
Conflict of Interest:	✓
Addendums ( ):	N/A