14

SINGLE SOURCE AWARD **BID # SS-14995-24**

Subject: CLERK E-CERTIFY SYSTEM

Department: Clerk of the Circuit and County Courts

Description of Purchase: Recommend approval of single source award to Triedata Inc., to implement a Clerk E-Certify System for generating and delivering electronic certified Official Records, and Court Records for a period of three (3) years upon implementation for the Clerk of the Circuit and County Courts. The requested total expenditure not-to-exceed $78,528.00 with $30,576.00 for FY24, $23,976.00 for FY25, and $23,976.00 for FY26.

Funding Source: To be encumbered using state funding per FS 28.37(5). The Clerk's Office will issue purchase order internally upon approval of the award.

Single Source Award To: TRIEDATA, INC.

Price Justification: See attachment

Total Award: $78,528.00 **Requisition #:** CLCL-500488-24

Attachments: Recommendation Memo, Single Source Form, Insurance Cert., Vendor Letter/Quote

Certification as to Sole Source: Jennifer Spinelli, Chief Financial Officer, Clerk of the Circuit & County Courts

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Olive Wallace-Cohen

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

JODY PHILLIPS
CLERK OF THE CIRCUIT COURT
DUVAL COUNTY, FLORIDA

November 14, 2023

To: Dustin Freeman, Chief of Procurement

Thru: Jennifer Spinelli, Chief Financial Officer

From: Victoria Tomlin, Purchasing Specialist

Subject: Single Source Request – Triedata Inc.,

The Clerk of the Circuit and County Courts is requesting to award a single source award to Triedata Inc, to implement a Clerk E-Certify System for generating and delivering electronic certified Official Records, and Court Records for a period of three (3) years upon implementation.

The total contract expenditure is not expected to exceed $78,528.00.

2024: $30,576.00, includes one-time implementation fee, and Cryptographic fee.

2025: $23,976.00

2026: $23,976.00

To be encumbered using state funding per FS 28.37(5). The Clerk's Office will issue the purchase order internally upon approval of the award. The account to be used is reported in the City's ACFR, and as a part of our consolidated structure the Clerk's Office requests this single source award.

Attached: Single Source Request Form
Sole Source Form from Triedata
Approved COI
Services Order Form

JUSTIFICATION FOR SINGLE SOURCE (JSS)	
Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.	
1. Requesting Agency:	Constitutional Offices
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the city need these particular goods or services?***	The Duval County Clerk of Courts is seeking an advanced Software as a Service (SAAS) solution for electronic certification of both court and official records. This innovative system incorporates key components such as Federal Bridge Certification, an intuitive website, seamless payment integration, and versatile delivery options. The SAAS streamlines processes, reduces labor costs, and provides accessible, resilient services to the public, legal community, real estate professionals, and government agencies. With robust security features, user-friendly interfaces, and options for both over the counter and electronic delivery, the system promotes transparency, accountability, and effortless access to records. Embracing a forward-looking approach, the SAAS ensures continued accessibility during unexpected events and aligns with the Clerk's commitment to delivering efficient and reliable services to a diverse range of stakeholders.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	The Duval County Clerk is advocating for TrieData as the sole provider for a state-of-the-art Software as a Service (SAAS) solution, offering electronic certification for both court and official records. Following an exhaustive search, TrieData emerged as the sole company providing a comprehensive system that integrates Federal Bridge Certification, user-friendly website interfaces, seamless payment integration, and versatile delivery options. This exclusive offering addresses a crucial gap in the market, as there is currently no service provider offering electronic certification for both court and official records. Opting for TrieData as the single vendor streamlines operations, enhances reliability, and ensures a unified experience for diverse stakeholders. The Clerk recognizes the value of a unified solution and believes TrieData's exclusive offering aligns seamlessly with our commitment to simplicity, effectiveness, and optimal service delivery.
4. Date of Request	11/14/2023

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Our market research involved consultations with key stakeholders in the realm of records management, including vendors associated with PRIA (Property Records Industry Association), LRMS (Land Records Management Systems) service providers, CMS (Case Management System) providers, the FCCC (Florida Clerk and Comptrollers Association), and various Clerk of Courts offices throughout the state of Florida. The findings reveal a diverse landscape with a range of electronic certification solutions. Notably, a few vendors specialize in providing electronic certification exclusively for Official Records within LRMS platforms, while others focus solely on their CMS offerings. Additionally, a few Clerk of Court IT departments around the state have independently developed and support their systems for electronic certification. However, our research indicates a critical gap, as no existing service provider offers electronic certification for both court and official records. This gap highlights the unique position of TrieData as the exclusive vendor capable of providing a comprehensive SAAS solution, addressing the specific needs identified in our market research.]

6. ***Conflict of Interest (Must Check)***

   √ By checking this box, I affirm that there are no actual, potential, or perceived conflicts of interest with the entity in which I am requesting a single source award. Conflict of Interest shall be interpreted consistent with *Chapter 112, Florida Statutes.*

7. ***Other Documentation (Check and attach all that apply)***

   √ Supplier Quote

   √ Single Source Memo signed by Director

   √ Other [Single Source by Supplier]

APPROVED
By Kevin at 12:20 pm, Nov 13, 2023

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ancient City Insurance
2800 N. Fifth Street, Suite 30

St. Augustine FL 32084

CONTACT NAME: Stephanie K Smith
PHONE (A/C, No, Ext): (904) 827-1915 FAX (A/C, No): (904) 827-1975
E-MAIL ADDRESS: stephanie@ancientcityinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Employers Preferred Ins Co (EP	10346
INSURER B: Hartford Casualty Insurance Co	29424
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Triedata Inc, Menchen Inc

491 Sebastian Square

St Augustine FL 32095
(616) 308-0335

COVERAGES JS **CERTIFICATE NUMBER:** Cert ID 29792 (4) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR	Y	Y	83SBMNX7403	05/18/2023	05/18/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER						Empl Practices Lia	$ 10,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			83SBMNX7403	05/18/2023	05/18/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		EIG519020500	02/04/2023	02/04/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability	Y	Y	83TE040858422	09/17/2023	09/17/2024	Per claim & agg	$ 1,000,000
B	Cyber Extortion Liability	Y	Y	83TE040858422	09/17/2023	09/17/2024	Per claim & agg	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jacksonville, its members, officials, officers, employees, and agents are listed as additional insured on General Liability and Cyber Liability on a primary and non-contributory basis. Waiver of Subrogation in favor of The City of Jacksonville its members, officials, officers, employees and agents apply to General Liability, Cyber Lia. and Professional Liability.

CERTIFICATE HOLDER

Angel.VanSickle@DuvalClerk.com

City of Jacksonville

117 W Duval Street

Jacksonville FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Stephanie K Smith

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TRIEDATA

To,
The Purchasing Department,
Duval County Clerk of Court and
Comptroller's office
Jacksonville, FL 11-14-2023

Dear Purchasing Officer,

This letter is to inform you that TRIEDATA Inc is the Sole Source of the following item(s) and/or Service(s):

Clerk e-Certify Technology to generate self-validating, tamper-evident, electronic certified copies of local government documents.

The above-mentioned company or firm is the Sole Source of the item listed above, and no other company or firm sells or distributes such item(s) and/or service(s).

There is/are no other item(s) and/or service(s) available for purchase that would serve the same purpose or function.

Sincerely,

Raghunath Menon

X

Raghunath Menon
President & CEO

701 Market Street
Suite 111-109
Saint Augustine, FL
32095

616 308 0335

Raghunath.Menon@triedata.com

Triedata.com

TRIEDATA
Technological Innovation Efficiency

TRIEDATA CLERK-E-CERTIFY SERVICES ORDER FORM

Customer: Clerk of Courts, Duval County	**Contact**: Mr. Christopher Douglas
Address: 501 West Adams St. Jacksonville, FL 32202	**Phone**: (904) 255-1988 **E-Mail**: Chris.Douglas@DuvalClerk.com

Services: Implementation of CLERK-E-CERTIFY System for generating and delivering electronic certified Official records and Court records (the "Service(s)"). **Provide support for connectivity, technology and notification service monitoring to maintain a 99.95% uptime percentage of application and all services necessary to produce deliverables outlined throughout this document and the Terms and Conditions herein.**

Service Fees for Online Customers: A service fee payable by the online customer of $6 per document plus applicable credit card fee, will be assessed to all online customers ordering through TRIEDATA portal or partner portals, subject to the terms of Section TERMS AND CONDITIONS herein.

Service fee for Official Records (Clerk / Government agency use):

- $999 per month starting 90 days after implementation for any month with less than 1000 paid online customers documents. (See Service Capacity)

Service fee for Court Records (Clerk / Government agency use):

- $999 per month starting 90 days after implementation for any month with less than 1000 paid online customers documents. (See Service Capacity)

Implementation fee: $5,000.00 (Includes one (1) cryptographic device)

Cryptographic device/software libraries (test environment) Qty one (1): $800☐ (Optional)

Cryptographic device/software libraries (DR environment) Qty one (1): $800 ☐ (Optional)

(The implementation fee covers implementation of both Court and Official Records system within a duration of one (1) year from execution of this contract)

Service Term: 3 (Three Years)

Service Capacity: Service fee for Clerk internal / Government agency use (Official and Court Records):

- Includes unlimited documents per month per data source as defined above. The company will provide detailed service invoice of transactions for any costs due in a month where less than 900 paid online transactions occur per data source.
- Crypto Devices 1 QA + 1 Production + 1 DR = Total cost

This service order includes two (2) data sources namely Official Records data source and Court Records data source.
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services).
Payment terms: All overdue accrued and unpaid balance to be paid hereunder, when not paid within 30 calendar days of the due date therefor, shall entail a late fee at an interest rate equal to 1.5% per month or the maximum rate permitted by applicable law ("Late Fees") which shall accrue daily from the date such interest is due hereunder through and including the date of actual payment in full. Unpaid balances that have been disputed in writing are not subject to the accrual of interest until the dispute has been agreed to and satisfied. The interest period will begin (ten) 10 days after the settlement if a balance remains.

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this _____ day of _____, 2023 (the "Effective Date") between TRIEDATA Inc. with a place of business at 491 Sebastian Sq., Saint Augustine, FL ("Company"), and Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations, and use limitations.

TRIEDATA Inc.:

By:_____

Name:_____

Title:_____

Clerk of Courts, Duval County:

By: _____

Name:_____

Title: _____

SAAS SERVICES AND SUPPORT

Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process of the CLERK-E-CERTIFY System, Company will configure an account within the TRIEDATA software system to electronically generate certified copies of Official Records and Court records and provide the functionality to deliver the documents via email to online users.

Subject to the terms hereof, the Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

RESTRICTIONS AND RESPONSIBILITIES

1. Customer acknowledges that it, and not TRIEDATA, is offering electronic certified records to its consumers, on Customer's terms, which will be displayed to the end Subscribers.

2. TRIEDATA in partnership with the customer shall design, configure, and deploy the CLERK-E-CERTIFY system according to the statement of work and at a cost to Customer specified in the section Scope of Work; (I) Perform user acceptance testing in partnership with Customer; (ii) offer a commercial certification service with the ability to generate electronic certified copies of official records and Court records; (iii) Collect and promptly remit statutory fees for each electronic certified document to the Clerk's office directly; by close of business on the following business day. (iv) Maintain, diagnose, and manage the CLERK-E-CERTIFY system in its own or partner data center(s); (v) Offer web access for Clerk's staff to generate Certified copies of instruments for Walk-in Customers.

3. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services), or remove any proprietary notices or labels.

4. Customer agrees to (I) install AATL digital certificate provided by Company, including the cryptographic hardware; and (ii) agree to connect the cryptographic device to the computer system running Company's software module at all times; and (iii) provide access to Customer's data repository including image repository for the purpose of generating certified documents; and (iv) provide an email address and connectivity for Company's software system to send electronic documents to end users; and(v) keep current and valid copies of the AATL certificate at all times; and (vi) agree to replace the digital certificate in case of a security breach or expiry of the certificate at their own cost.

5. Customer agrees to (I) Utilize Company provided online account on Company web site to generate certified copies of Records for all Walk-in customers and other internal purposes, when feasible; and (ii) Agrees that the online account is a private account provided to the Customer for the sole purpose of generating electronic certified copies of Records for Walk-in customers at Customer's

office premises; and (iii) Customer will protect its online account information and will not share this information with any third party.

6. In the event the Customer receives a Public Records Request or inquiry related to this contract, the Customer agrees to inform Company to the best of Customer's ability about the source and purpose of the request and allows the Company to raise any objection(s) within ten (10) days.

CONFIDENTIALITY; PROPRIETARY RIGHTS

1. Confidential Information. "Confidential Information" means trade secrets as defined in Section 812.081(1)(c), Florida Statutes, in any form relating to TRIEDATA's software and services provided hereunder that a reasonable person knows or reasonably should understand to be confidential. The Confidential Information subject to this agreement is protected by various federal and state laws as well as international treaty provisions, and TRIEDATA affirms that the Confidential Information is a trade secret as defined in Section 812.081(1)(c), Florida Statutes. Pursuant to Sections 815.04(3) and 815.045, Florida Statutes, the Confidential Information shall be exempt from public disclosure under the provisions of Section 119.01, Florida Statutes, and Section 24, Article 1 of the State Constitution. Confidential Information as defined herein does not include information that was known to the receiving party prior to disclosure by the disclosing party, or information that becomes publicly available through no fault of the receiving party.

2. Always, the Company must specifically identify any Confidential Information that it believes is subject to any public record exemption in writing on the subject record with a statutory reference to the exemption.

3. Customer shall own all rights, title, and interest in and to Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (bl any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

4. Company acknowledges that some of the data, information, and records to which it will have access through the Customer's system contain exempt or confidential data, information, or records ("Exempt/Confidential Data"). In no event shall Company use, collect, analyze, extract, allow access to, or disclose the Exempt/Confidential Data without explicit written approval from the Customer. Additionally, Company shall not use any e-mail addresses disclosed in the delivery of the electronic certified copies for any reason other than the delivery of the requested electronically certified document(s), any troubleshooting and maintenance of the system. No rights or licenses are granted except as expressly set forth herein.

PAYMENT OF FEES

1. Customer will pay the Company the then applicable fees described in the Order Form for the Implementation Services in accordance with the terms herein (the "Fees"). No later than 120 days prior to the last day of the initial Service Term or any subsequent renewal Service Term, Company shall notify Customer in writing if it intends to increase its current charges and fees or impose new charges and

fees upon the commencement of the renewal Service Term. Otherwise, for the duration of the subsequent renewal Service Term, the Company's charges and fees shall remain the same as what the Customer was obligated to pay during the prior Service Term. The changes to existing or newly created fees shall not increase the total fees of the initial contract by more than 3%. No new fees or fee changes shall be instituted without written approval from the customer after the Customer has been provided 120 days prior notice.

2. Company shall invoice the Customer for 50% of the implementation charges at the start of the implementation phase. Customer payment is required prior to ordering necessary cryptographic hardware. Remaining implementation charges (50%) will be invoiced at the end of the successful implementation.

3. Company reserves the right to charge, all the XML/API users (example: eRecording partner companies), subscribers (example: title companies who have an escrow account with TRIEDATA) and online users (Not the Clerk) a technology convenience fee of $6 per document plus credit card servicing fees. The fee being charged is for the convenience and use of the technology, and a credit card service fee for processing the payments using its own credit card processing capabilities or its partner's credit card processing facilities. Such fees will be displayed promptly during end user order creation. The example users charges are assessed via the product XML/API processes to the Land Record Management System, or via the Customer/Companies website. The technology convenience fee charged will not change during the initial contract term. The technology convenience fee during subsequent terms after renewal shall not increase by more than 3%of the previous terms.

4. The Company agrees to collect the statutory fees, on behalf of Customer, for each certified copy requests per Florida statute and promptly remit the funds to Customer's office through mutually established channels by close of business on the following business day.

TERM AND TERMINATION

1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form and may be renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"). Either party may initiate the renewal process by providing written notice to the other party at least 6 months prior to the expiration of the current term.

2. Upon receipt of the renewal notice, both parties shall enter a review period during which they will discuss and negotiate the terms of the renewal. The review period shall last for a reasonable duration, as mutually agreed upon by the parties. If either party requests termination or if the parties fail to reach an agreement on the renewal terms during the review period, this Agreement shall expire at the end of the then-current term.

3. During the review period, the parties shall negotiate in good faith to determine the fees, charges, and any other relevant terms for the renewal period. If the parties do not reach an agreement on the renewal terms before the expiration of the current term, the Agreement will automatically convert to a month-to-month pay-as-you-go arrangement. In such a case, the Customer shall continue to pay the

applicable fees on a monthly basis, as specified in the initial contract, until either party provides written notice of termination.

4. In addition to any other remedies it may have, either party may also terminate this Agreement for any reason upon thirty (30) days' written notice to the other party. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

5. In the event of a material breach of this contract by either party, the non-breaching party shall have the right to immediately terminate the agreement without the need for any cure period or further notice. A material breach shall be deemed to have occurred if a fundamental term or condition of this contract is substantially violated, significantly affecting the rights and obligations of the parties. Upon such termination, the non-breaching party may pursue any available legal remedies, including but not limited to seeking damages and specific performance.

WARRANTY AND DISCLAIMER

The Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner that minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. The overall functionality of the product and services shall not diminish at any point of the contract period. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL.

MISCELLANEOUS

No provision of this Agreement is intended or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any person other than the Parties.

The Company acknowledges that it is entering into this contract for its own purposes and not for the benefit of any third party.

All changes, modifications, additions, or amendments of any terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. All notices under this Agreement will be in writing and shall be delivered by US Certified Mail, return receipt requested, to the parties at the addresses listed on the Services Order Form with a copy sent by email to Clerk_E-Service@duvalclerk.com (for Customer) or---- (for Company). This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law's provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request. To the extent necessary to determine whether an action may be brought in court, the parties agree that any such action will be brought in a court in Duval County, Florida having subject matter jurisdiction over the action.

No Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations under this Agreement results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, labor problems or unavailability of parts, or, in the case of computer systems, any failure in electrical or air conditioning equipment. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay.

EXHIBIT A

STATEMENT OF WORK

THE PROJECT

The statement of work defines the scope for implementing the CLERK-E-CERTIFY System in conjunction with the TRIEBRARY Electronic Gateway to generate and transmit electronic certified official records and Court records to online users as well as Walk-in customers. Key functions of the system are:

1. Provide a web page for Clerk's staff to generate Certified copies of Court and Official records. Provide an API based integration for Clerk staff and other users to generate Certified copies of Court and Official records for the benefit of Walk-in customers.
2. A web page, API Keys, or integration with Clerk web portal for online users to request and receive certified copies of records by paying statutory fees and a technology convenience fees, using a credit card and receive the document via email.
3. Electronically retrieve image and data associated with the online request from Customer data repositories.
4. Utilize the cryptographic device to generate a tamper proof PDF document with an embedded digital signature of the Clerk of the Court.
5. Provide a mechanism to email the certified documents or links to the documents to the end user utilizing Customer provided email address and email servers.
6. Provide a mechanism for Customer to verify the electronic document.

SCOPE OF WORK

The CLERK-E-CERTIFY System shall include a digital document processing module capable of generating tamper proof documents in PDF format, with a digital signature embedded to verify the authenticity and authorship of the Custodian of the record. Components of the system will be hosted within the Company's cloud servers and also within Customer's computing hardware as necessary.

The Clerk E-Certify System shall offer four major features namely (I) "Web service" to access Customer's data repository for retrieving digital images, and (ii) "Automated certification service" to affix a digital signature as a proof of the authenticity and authorship of the document; and (iii) "Automated email generation service" to send documents to end users utilizing Customer provided email server; and (iv) "Real-time Verification service" to verify the author and authenticity of the document.

WEB PAGE

The system shall offer the following functionality for Clerk's staff:

- Web page or API Keys– Clerk's staff will be provided access to ClerkECertify.com web site to generate electronic certified copies of official record(s) and Court records for the benefit of Walk-in Customers. Individual accounts will be created for users.
- Select Official Records or Court records - Clerk staff will have ability to select Official Records or Court records repository and enter either the instrument number or Docket ID of the document.
- Integrated Email: Clerk's staff will have ability to email certified documents via attachment or link directly to the Consumers using Clerkecertify.com web site.
- Mechanism to resend Integrated Emails in the event of non-delivery.

The system shall offer the following functionality for online users:

- Web page – Online Users can order certified copies of Court and Official records using Company or partner web site(s).
- Select official records and court documents – Enter the instrument number associated with the instrument.
- Pay fees - Pay statutory fees, credit card, and technology convenience fees for the service.
- Request delivery via email – Users can provide their email address for delivery and
- Download certified documents – Uses can download requested documents electronically.
- Maximum Page or Size Limitation: The Clerk may restrict access to documents on a page or size number to be determined at the sole discretion of the Clerk. Any such restrictions will be built on Clerk's software platform.

CREATE CERTIFIED DOCUMENTS

The system will be configured to retrieve documents from Customers image repository on demand. For each request (I) the system shall fetch the image files from the repository utilizing TRIEBRARY API; and (ii) create a cover page including a unique code and details related to the Customer request; and (iii) embed the unique code within each page of the image file; and (iv) using cryptographic device attached to the host computing platform, create a tamper proof document; and (v) embed a QR code for manual verification.

The system shall record information regarding all electronic requests to Customers database for future audit purposes.

DELIVER TAMPER PROOF DOCUMENTS

The System shall have ability to deliver tamper proof documents with following features:

- Online users can download the certified copy.

- System shall automatically email newly created documents to end users using the email address supplied by the end user, as well as utilizing Customer provided email server.
- Online users shall have the ability to verify the status of their request by entering the unique reference code provided to them at the time of the request.

VERIFY DOCUMENTS

The System shall provide features to verify the authenticity and authorship of certified documents. Key features are:

- Electronic document verification: Online users can upload the original PDF file to Company web site, and the system shall verify whether the document has been tampered since it was issued by the system; and whether the document has originated from the publisher system.
- Hard copy verification: System shall provide features so that a hard copy document can be verified against the original data store either by entering the unique code associated with each instrument or scanning the QR code embedded within the cover page of the document.

IMPLEMENTATION CHARGES

Item	Description	Amount
1	Basic Implementation • Cryptographic hardware included • Cryptographic libraries included • CLERK-E-CERTIFY configuration and deployment	$5,000
2	Cryptographic device and libraries Qty – One (1) (Test environment) – (Optional)	$500
3	Additional Cryptographic device and libraries Qty – One (1) (Disaster recovery environment) – (Optional)	$500

	TOTAL	**$6,000**

- Cryptographic hardware and software library charges require advance payment.

ASSUMPTIONS

- CLERK-E-CERTIFY System functions are highly dependent on the availability of the TRIEBRARY electronic gateway. The system will not be available if TRIEBRARY electronic gateway is not available or unable to access the official records information. Further, system availability is subject to the availability of official records database, official records image repository, Court records image repository and methods implemented for data access.

- The Company shall exclusively utilize the credit card vendor specified by the Customer for processing all credit card payment transactions related to the services provided under this contract. The Customer shall provide the current credit card provider information to the Company at least 90 days prior to the intended implementation date. In the event of any proposed changes to the Customer's credit card vendor, the Customer shall notify the Company at least 90 days prior to such change. Both parties shall cooperate in good faith to ensure a smooth transition to the new credit card vendor, if applicable, and shall promptly address any issues that may arise during the process. This clause is essential to maintaining consistency and security in payment processing and reflects the parties' commitment to a successful partnership.

- Customer shall provide a username and password for sending certified copies of instruments to the end user. Further, it is assumed that the Customer email server supports either MS-Exchange web services, MS-Office 365 or SMTP protocol for sending email messages.

- The successful implementation of the system relies significantly on accessing and configuring the existing Official Records system and Court Records system. However, the Customer shall not incur any additional implementation costs related to 3rd party vendors. If the Company's standard interface for the Official Records system or Court System cannot be deployed due to technical or functional restrictions imposed by the Customer's environment, any necessary additional development shall be undertaken by the Company at no extra cost to the Customer. The Company shall bear the expenses associated with the development, and no charges will be passed on to the Customer. All change requests, if any, will be thoroughly documented, and Customer approval will be obtained before commencing any additional development activities. This ensures transparency and confirms that the Customer remains unaffected by any unforeseen implementation expenses. In cases where the system encounters document files that exceed the file size restrictions imposed by the sender or receiver email servers, an alternative method for document delivery shall be employed. The Company shall provide a secure link to download the document, ensuring the successful transmission of the files despite the size limitations. This link will grant the intended recipients access to the documents without incurring any additional costs to the Customer. The Company shall proactively handle such situations to ensure seamless communication and document sharing, while adhering to the email servers' file size restrictions.

- Clerk-E-Certify system can connect to Clerk's existing local CCIS web service and able to retrieve all court case images using existing CCIS API's. Clerk-E-Certify system can connect to the CCIS using either the "Public" role or "Clerk" role.

- Company supplied cryptographic hardware and cryptographic libraries are for One (1) license per deployment on one (1) Server or Node without VM (Virtual Machine), or one (1) VM (Virtual Machine) instance in any computing environment.

- Clerk E-Certify system will not be able to process Certified Document request in cases where the existing Official Records/Court system inhibits Clerk E-Certify system from accessing the images.

- Customer shall provide the images, logo's, seal and branded message featured in the email message as well as the Clerk E-Certify web site. Additional charges may apply in the event the Customer requires the Company to develop custom images, logos, seals and other artifacts.

- Customer shall escort vendor via Microsoft Teams or other video communication platform, during the implementation phase of the project, for implementation and configuration of the system. At the end of the implementation, Customer shall escort vendor via Microsoft Teams or other video communication platform for support and maintenance of the system. The Company agrees to abide by the Customers external user agreement.

- Customer is responsible for purchasing computer hardware, USB network hub and all third-party software licenses not included in this work order.

EXHIBIT B

Support Terms

Company shall provide commercially reasonable customer support to Customer. At a minimum, a customer service contact shall be available to Customer throughout the Term and during regularly scheduled business hours, excluding Clerk holidays and weekends. Company's sole and only obligation with respect to customer service for the service is to provide support for the Company's Clerk eCertify software technology solution.

MAINTENANCE AND SUPPORT SERVICES AGREEMENT

This Maintenance and Support Services Agreement is made and entered into as of the Effective Date of the SAAS Service Agreement by and between company and the customer.

WHEREAS the company and the customer have entered into that certain Software Service License and Professional Services Agreement (the "License SAAS Services") pursuant to which, among other things, customer has acquired a license to company's Software Service.

WHEREAS Clerk desires TRIEDATA to perform, and TRIEDATA desires to perform, certain maintenance and support services related to the Licensed Software.

Notwithstanding the terms of the maintenance and support service Agreement, nothing prohibits the parties from modifying the terms and conditions of the maintenance and support service Agreement provided the parties mutually agree. Such modification must be reduced to writing, approved in writing by both parties, and will become part of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge the parties agree as follows:

DEFINITIONS

Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the agreement.

1.1 Business Day means Monday through Friday, excluding Clerk Holidays.

1.2 Business Hour means 7:00 a.m. to 7:00 p.m., Eastern Time during Business Days.

1.3 Essential Functionality means any operational aspect of the Service that is required for immediate and ongoing business continuity by one or more users, and which adversely impacts business in a crucial or critical manner.

1.4 Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of TRIEDATA that renders the Licensed Software in nonconformance with TRIEDATA's then current published specifications.

1.5 Non-essential Functionality means any operational aspect of the Service or Licensed Software that will not interrupt business continuity, or which will not adversely impact business in a crucial or critical manner.

1.6 Service Level I Defect or Service Disruption means a Defect or Service Disruption that causes (a) Complete application failure or Service unavailability; (b) application failure or Service unavailability in one or more of Clerks remote location; or (c) systemic loss of multiple essential system functions.

1.7 Service Level 2 Defect or Service Disruption means a Defect or Service Disruption that causes (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.

1.8 Service level 3 Defect or Service Disruption means a Service Level 1 Defect or Service Disruption with an existing Circumvention Procedure, or a Service level 2 Defect or Service Disruption that affects only one user or for which there is an existing Circumvention Procedure.

1.9 Service level 4 Defect or Service Disruption means a Defect or Service Disruption that causes failure of Non-Essential Licensed Software functionality or a cosmetic or other Defect or Service Disruption that does not qualify as any other Service Level Defect.

1.10 Clerk Holidays means one (1) day for a New Year's holiday, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and two (2) days during Christmas time.

1.11 Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting all clients in Clerk's state.

2.1. TRIEDATA RESPONSIBILITIES-SUPPORT SERVICE General Services for Reporting Production Defects.

a) TRIEDATA shall provide Clerk with support staff via phone and email during normal business hours (7:00 a.m. to 7:00 p.m., Eastern Time, Monday through Friday, excluding Clerk Holidays) for reporting Defects. TRIEDATA shall assist the Clerk in the diagnosis of any Defect or Service Disruption, including the assigned Service Level and TR IE DAT A's tracking number.

b) For each reported Defect, TRIEDATA shall assign appropriate personnel to diagnose and correct the Defect, and where appropriate, identify Circumvention Procedures. TRIEDATA's initial response shall include an acknowledgement of notice of the Defect, confirmation that TRIEDATA has received sufficient information concerning the Defect, and an action plan for resolving the Defect and avoiding further deleterious consequences of the Defect.

2.2. Service Level 1 Defects or Service Disruptions. TRIEDATA shall provide an initial response to Service Level 1 Defects or Service Disruptions within one (1) Business Hour of receipt of the Defect or Service Disruption. TRIEDATA shall use commercially reasonable efforts to resolve such Defects or provide a Circumvention Procedure within one (1) Business Day.

2.3. Service level 2 Defects or Service Disruptions. TRIEDATA shall provide an initial response to Service Level 2 Defects or Service Disruptions within four (4) Business Hours of receipt of the Defect. TRIEDATA shall use commercially reasonable efforts to resolve such Defects or provide a Circumvention Procedures within five (5) Business Days.

2.4. Service Level 3 Defects or Service Disruptions. TRIEDATA shall provide an initial response to Service Level 3 Defects or Service Disruptions within one (1) Business Day of receipt of the Defect. TRI EDA TA shall use commercially reasonable efforts to resolve such Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly.

2.5. Service Level 4 Defects or Service Disruptions. TRIEDATA shall provide an initial response to Service Level 4 Defects or Service Disruptions within two (2) Business Days. TRIEDATA shall use commercially reasonable efforts to resolve such Non-Essential Defect within two version release cycles and a cosmetic or other Defect that does not qualify as any other Service Level Defect with a future Version Release.

2.6. Help Desk & Desktop Support. Software Provider shall provide the Clerk and online/in -person customers with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Eastern Time, Monday through Friday, excluding Clerk Holidays) for reporting Defects or Service Disruptions; or obtaining helpdesk support on general application functionality.

2.7. Technical Server & Systems Support. TRIEDATA shall use commercially reasonable efforts to provide the Clerk with technical support to assist Clerk with troubleshooting the loss of functionality of Licensed Software for reasons other than a Defect. TRIEDATA technical support shall be limited to:

c) Assisting the Clerk with isolating the source of Licensed Software failure or Service Disruption due to Client hardware or Third-Party Software.

d) Providing recommendations to Clerk regarding resolution of said non -defect failure(s); and

e) Providing Clerk with recommendations on basic maintenance and administration of the licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software.

2.8. 24 X 7 Emergency Support. TRIEDATA shall provide the Clerk with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. TRIEDATA shall use commercially reasonable efforts to provide the response set forth in Section 2.2.

2.9. Saturday Technical Support. TRIEDATA shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to Clerk IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the Clerk IT staff for server maintenance and configuration for the licensed software environment.

2.10. Legislative Change Support. TRIEDATA will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislative regulation.

2.11. Escalation Procedure. If TRIEDATA is unable to resolve any Service Level 1 issues in the timeframe listed in section 2.2 of the Agreement or Service Level 2 Defect or Service Disruption in section 2.3 of the Agreement, Clerk may immediately escalate the issue to TRIEDATA's Chief Executive Officer (CEO). TRIEDATA's CEO and Clerk IT Leadership will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the

affected Defect or Service Disruption. If Clerk IT Leadership and TRIEDATA's CEO cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree TRIEDATA shall immediately dispatch a Sr. Software Engineer Consultant to the Clerk site until the issue is resolved and at no cost to Clerk.

EXHIBIT C

INDEMNIFICATION

Company shall hold harmless, indemnify, and defend the Customer and the Customer's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Agreement, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Customer, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Agreement**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

If any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Exhibit D

INSURANCE REQUIREMENTS

Without limiting its liability under this **Agreement** shall always during the term of this **Agreement** procure prior to commencement of work and maintain at its sole expense during the life of this **Agreement**, insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Cyber Liability	$1,000,000 per Claim and Aggregate

Such Cyber Liability coverage must provide coverage for liability and expenses arising out of security and privacy breaches and be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage 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.

Professional Liability	$1,000,000 per Claim and Aggregate

The Professional Liability insurance shall include coverage for Technology Errors and Omissions Liability and must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such Claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

ADDITIONAL INSURANCE PROVISIONS

A. Certificates of Insurance. The company shall deliver Customer Certificates of Insurance that shows the corresponding City Contract or Bid Number in the Description and Additional Insured status. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured: The Commercial General Liability insurance shall be endorsed to name Customer and their respective members, officers, officials, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010.

C. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of

authority pursuant to chapter 624, Florida State. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

D. Company Insurance Primary. The insurance provided by the Company shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Customer and their respective members, officers, officials, employees and agents.

E. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of Company. Under no circumstances will the Customer and their respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

F. Company Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Company to Customer and their respective members, officers, officials, employees and agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

G. Waiver/Estoppel. Neither approval by Customer nor failure to disapprove the insurance furnished by Ontario Systems shall relieve Company of Company's full responsibility to provide insurance as required under this Agreement.

H. Survival. Anything to the contrary notwithstanding, the liabilities of Company under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

Requisition CLCL-500488-24

Requisitioning BU	CLCL: Clerk of the Courts	**Requisition Amount**	0.01 USD
Entered By	Victoria Tomlin	**Justification**	
Status	Approved	**Funds Status**	Reserved
Description	Triedata E-Certify System		
Emergency Requisition	No		

Attachments

Title	File Name or URL	Description
SS Triedata Packet.pdf	SS Triedata Packet.pdf	

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		E-Certify System for generating and delivering electronic certified Official Records, and Court Records for three year contract	958.82 Records Management Services (Including Document Management Services which also includes Technology Integration)			USD	0.01	Approved	Reserved

Requester	Victoria Tomlin	**Supplier**	TRIEDATA Inc
Urgent	No	**Supplier Site**	Order/Remit
Requested Delivery Date	11/29/23	**Supplier Contact**	Raghunath Menon
Deliver-to Location	CL-Finance/Accounting Charge	**Contact Phone**	+1 (904) 415-8732
Deliver-to Address	501 West Adams Street, Jacksonville, FL 32202, Duval, United States	**Charge Account**	11801.311001.551010.000000.00000000.00000.0000000
Note to Buyer	The Clerk's Office is utilizing this requisition for the single source posting process in 1Cloud. The requisition will be canceled upon completion of the posting and the Clerk's Office will issue a purchase order internally with State funding not available in 1Cloud.		

I CERTIFY THAT FUNDS FOR THIS PURCHASE WERE AUTHORIZED AND PROVIDED FOR IN THE CURRENT BUDGET.