

Redaction Services & Support Agreement

This Redaction Services & Support Agreement (hereinafter "Agreement") is between CSI - Computer Systems, Inc. (hereinafter "CSI"), and the Board of Commissioners Montgomery County, IN (hereinafter "County"). CSI and County, as parties to the Agreement, hereby agree as follows:

I. DEFINITIONS

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

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services from CSI to provide Redaction Services for documents previously scanned and stored in Licensed Software or historical documents added to Licensed Software that are not new recordings.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

II. AGREEMENT TERM

1. The Agreement Term shall commence on the date herein and shall remain in effect for a term of:
 - A. Four - year Agreement Term
2. Agreement Term – July 1, 2023 through June 30, 2027.

III. PRICING

1. The Reaction Services & Support is not based on the number of pages and there will NOT be an additional charge or refund for Redaction Services based upon actual pages Redacted during the Term of this Agreement. Reaction Services & Support is only for newly recorded documents and does NOT include pages that are Redacted per the Back File Redaction Service.
2. The price for the Back File Redaction Service is based upon the volume of pages purchased at one time and payment will be due upon receipt of invoice from CSI.
3. Redaction Services & Support Agreement Pricing:
 - A. Price – \$3,575 dollars and 00/100s.
4. Back File Redaction Service. CSI will provide Redaction Services for documents previously scanned and stored in Licensed Software or historical documents added to Licensed Software that are not new recordings (e.g., Back File Redaction Service). The prices for Back File Redaction Services are based upon the volume. Price and volume are as follows.
 - A. \$0.065 per scanned page for Back File Redaction Volume less than 500,000 pages.
 - B. \$0.055 per scanned page for Back File Redaction Volume of 500,000 pages to 749,999 pages.
 - C. \$0.045 per scanned page for Back File Redaction Volume of 750,000 pages to 999,999 pages.
 - D. \$0.035 per scanned page for Back File Redaction Volume of 1,000,000 or more pages.
5. Additional Back File Redaction Service. If the County needs to purchase additional Back File Redaction Services, the additional Back File Redaction Services will be priced based upon the total of all Back File Redaction Services purchased during the Term of this Agreement. Example,

County purchases 490,000 pages at \$0.065 and needs to purchase an additional 100,000 pages, the price for the first 10,000 pages will be at \$0.065 per scanned page and the remaining 90,000 will be priced at \$0.055 per scanned page.

IV. PAYMENT TERMS

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

V. CSI SERVICES & SUPPORT RESPONSIBILITIES

1. CSI will provide Redaction Services & Support per this Agreement for all newly recorded document pages scanned into Licensed Software and for the pricing and term of the Agreement detailed herein.
2. CSI will monitor the Redaction Services & Support to ensure that all newly recorded documents are processed.
3. CSI will provide Back File Redaction Service per this Agreement on all existing scanned pages or historical documents added to Licensed Software that are not new recordings. The Back File Redaction Service is tracked and billed separately and will not count toward the annual Redaction Services & Support.
4. CSI will provide all maintenance of Licensed Software and Redaction Software and support as detailed herein upon payment by County of applicable fees.

VI. SOFTWARE LICENSES, CONFIDENTIALITY AND MAINTENANCE

1. Software Licenses: In accordance with the terms herein, CSI hereby grants to County, and County accepts from CSI, a non-perpetual, nontransferable, nonexclusive license to use Licensed Software and Redaction Software as developed or otherwise delivered under the provisions of this Agreement. The Licensed Software and Redaction Software license rights include only the executable versions. The Licensed Software and Redaction Software shall be operated only at location(s) identified as County's Facility. Any use of or access to the Licensed Software file layouts are confidential information and are subject to all confidentiality requirements detail in this Agreement. Workstations may be located elsewhere, provided that the Licensed Software and Redaction Software reside in County's Facility. The Licensed Software and Redaction Software license rights temporarily will be extended for use on backup equipment located other than in County's Facility for a reasonable period when County's computing equipment is not available. CSI shall at County's request provide to County any and all license agreements and/or warranties applicable to, whether or not County is a signatory thereto. CSI may provide to County upon request copies of all underlying software license under which CSI is granted right to sublicense hereunder.
2. TITLE TO LICENSED SOFTWARE AND REDACTION SOFTWARE CONFIDENTIALITY AGREEMENT: The Licensed Software and Redaction Software licensed hereunder including Source Code, and file layouts and all copies thereof are proprietary to CSI and/or to its licensor, and title thereto remains in CSI or its licensor. All applicable rights to patents, copyrights, trademarks and trade secrets in the Licensed Software and Redaction Software are and shall remain in CSI and/or its licensors except as provided herein. County shall not sell, transfer, publish, disclose, display or otherwise make available the Licensed Software, Redaction Software, Source Code, file layouts or copies thereof to others except as provided herein. County agrees that during the term of license and thereafter, it will hold the Licensed Software, Redaction Software, Source Code and file layouts in strict confidence, that it will not except as provided herein disclose

or otherwise make the Licensed Software, Redaction Software, Source Code and file layouts or any part thereof available to any third party including but not limited to accountants, attorneys, consultants, and other agents and servants in the course of County's business, and that it will take all reasonable steps and precautions to maintain the confidentiality of the Licensed Software, Redaction Software, Source Code and file layouts. County further agrees that it will restrict use of the information provided hereunder solely to the field of use defined and granted in this Agreement, and will not use any information in tangible or intangible form which has been or may be delivered or disclosed to County or County's employees by CSI for the purpose of creating or attempting to create, or permitting others to create, the programs which operate the Licensed Software and Redaction Software or any part of the Licensed Software and Redaction Software except as may be permitted under this Agreement. Upon the termination of the Licensed Software and Redaction Software license as detailed herein, County agrees to return to CSI all tangible portions of the Licensed Software, Redaction Software, Source Code and file layouts together with all copies thereof at any time made by County.

3. Maintenance. CSI shall maintain the Licensed Software and Redaction Software, at no additional charge, subject to County paying for the CSI Premium Software Maintenance Agreement and this Agreement, so that it operates in conformity with all descriptions and specifications in the Agreement and remains in compliance with applicable statutes, rules, regulations or practices of the State of Indiana, State Board of Accounts or other competent authority. CSI shall perform such services in a timely and professional manner by qualified personnel and that the services and software shall conform to the standards generally observed in the industry for similar services and software.

VII. WARRANTIES AND LIMITATIONS

1. Software and Services. CSI warrants that the Licensed Software and Redaction Software furnished hereunder shall be free from defects in workmanship and materials for a period of ninety (90) days from date that training commences on Licensed Software and Redaction Software. The County acknowledges that the programs are inherently complex and may not be completely free of defects or errors and that CSI will correct any programming defects or errors (i.e., bugs) at no charge to County. CSI is not responsible for any cost or damage associated with any defects or errors in programming, the loss of use of the programs, or any other resources, loss of business or profits, any loss of data, any third-party claims, or costs of substitute programs. CSI assumes no responsibility for obsolescence of the licensed programs or documentation.
2. Ownership and Authority. CSI warrants that it has full power and authority to grant the rights granted by this Agreement to County with respect to Licensed Software and Redaction Software without the consent of any other person; and that neither the performance of services by CSI nor the license of and use by County of the Licensed Software and Redaction Software will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other rights of any third party.
3. In compliance with IC 22-5-1.7-11, CSI has enrolled in the USCIS E-Verify Program, Company ID #483133 to verify that all CSI new hires and all employees (existing and new) directly performing work under Federal contracts, are authorized to work in the United States.
4. Warranties Not Affected by Lease. All representations, certifications, and warranties under this Agreement shall extend through and survive the term of any lease agreement entered into by County in conjunction with the Licensed Software, and services provided under this Agreement, notwithstanding any action by County to pledge, mortgage, or lease its interest, so long as the Licensed Software is possessed and used by County.
5. THESE WARRANTIES ARE MADE TO AND FOR THE BENEFIT OF COUNTY ONLY. CSI MAKES NO OTHER WARRANTIES OF ANY KIND WHATEVER, EXPRESS OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE WARRANTIES STATED ABOVE ARE HEREBY DISCLAIMED BY CSI AND EXCLUDED FROM THIS AGREEMENT.

VIII. DEFAULT AND TERMINATION OF AGREEMENT

1. County shall be in default hereunder upon the occurrence of any of the following events: (1) if

any sum of money owed by County hereunder is not paid when due and remains unpaid for a period of thirty (30) days or more after notice of default from CSI to County, unless CSI shall at the time be in default of this Agreement, (2) if any breach occurs of any provisions of the confidential disclosure agreement set forth herein, or (3) if any material breach by County occurs of any other term of this Agreement which is not cured by County within thirty (30) days after notice of such violation or failure has been given by CSI to County. County recognizes that said confidentiality is of considerable value to CSI and that in the event of any such default of the confidentiality or any other default, CSI shall have the option to at any time thereafter terminate this Agreement by giving notice of termination to County and thereupon all sums owed by County hereunder shall become immediately due and payable to CSI and CSI may proceed with any or all other appropriate remedies provided for by law.

2. CSI shall be in default hereunder in the event of (1) a breach by CSI of any warranty expressly set forth herein or a material breach by CSI of any other term or condition of this Agreement, and CSI shall fail to cure such breach within thirty (30) days after notice of such breach is given by County to CSI or (2) CSI makes an assignment for the benefit of creditors, or commences or have commenced against it any proceedings in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws. In addition to any other remedies available to the County as provided in this Agreement, thirty (30) days following such notice of breach from County, County shall be entitled to terminate this Agreement by giving notice of termination to CSI. County has the option of continuing use of the Licensed Software and Redaction Software provided payment of the same.
3. Cancellation of Agreement – County may terminate this agreement at any time for its own convenience by providing CSI with written notice of its intent to terminate no less than thirty (30) days before the date of termination. In the event of termination for convenience by County, County shall not be liable for any costs associated with this Agreement after the date of termination, County will not be responsible for any monetary penalties because of the early termination and County will still be subject to Section IV.3. herein.

IX. GENERAL

1. This Agreement may be modified only by a written amendment duly signed by the authorized representative of both parties. CSI may adjust charges pursuant to Section III in the absence of any contract to the contrary. Variances from the terms and conditions of this Agreement in any custom contract or other written notification will be of no effect.
2. Without the prior written consent of CSI, the County may not assign this Agreement. Any attempt by County to assign any of the rights or obligations of this Agreement without such consent is void.
3. If either party defaults in its obligation under this Agreement and the default continues for thirty (30) days after written notice thereof by the other party, this Agreement may be terminated by the other party without prejudice to any other remedy.
4. If either party on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion will not prevent enforcement on any other occasion.
5. In compliance with IC 22-5-1.7-11, CSI has enrolled in the USCIS E-Verify Program, Company ID #483133 to verify that all CSI new hires and all employees (existing and new) directly performing work under Federal contracts, are authorized to work in the United States.
6. CSI, its officers, employee, agents, contractors and its subcontractors, if any, comply with all laws of the United States, the State of Indiana and City and shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam-era veteran status. Breach of this covenant may be regarded as a material breach of this Contract.
7. Under Indiana law (I.C. 5-22-16.5), CSI its officers, employee, agents, contractors and its subcontractors, if any are not engaged in any investment activities in Iran.
8. Governing Law and Dispute Resolution. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. All disputes, controversies, or differences arising

out of this Agreement or any breach thereof will be finally settled under the Arbitration Rules established by the Indiana Rules for Alternative Dispute Resolution then in effect. Costs of arbitration are to be divided equally between the parties and paid within thirty (30) days after the Arbitration evaluation, regardless of the outcome. The venue for the Arbitration is in Fishers, Indiana. The parties agree to be bound by the Arbitration decision on all issues and judgment on the award may be entered in any court of competent jurisdiction. All disagreements or controversies of any kind, whether claimed in tort, contract or otherwise, concerning this Agreement or any other matter whatsoever between the parties shall be brought within two (2) years after the occurrence of the disagreement or controversy.

9. Any notices or communications shall be sent by first class mail and email to the following parties.

CSI - Computer Systems, Inc.
Attn: Kevin Cook, CEO
12975 Parkside Drive
Fishers, IN 46038
(317) 913-4160
kcook@computer-systems.com

County: Montgomery

X. AGREEMENT EXECUTION

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

CSI: CSI - Computer Systems, Inc.

Board of Commissioners of Montgomery County:



Kevin J. Cook, President

DATE: 7/6/2023

BY:  _____

DATE: 7-24-2023

BY:  _____

DATE: 7-24-2023

BY:  _____

DATE: 7-24-2023