



Software License Agreement

This Software License Agreement (“SLA” or this “Agreement”) is entered into by and between Selectron Technologies, Inc. an Oregon corporation and its successors and assigns (collectively, “Company”), and Pinellas County, FL (“Customer”). Company agrees to allow Customer to use Company’s computer software and associated media and printed materials, which may or may not include electronic documentation and documentation available via the Internet (collectively, the “Software”), under the terms and conditions of this SLA. By signing below, and/or by installing or otherwise using the Software with Company’s permission, Customer agrees to be bound by the terms of this SLA.

1. Grant of License.

Subject to the terms and conditions of this SLA and the Statement of Work Exhibit A, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable and non-assignable (except as specifically set forth herein), and limited license to install and use the Software solely during the Term of this Agreement (the “License”). The License entitles Customer to install and use the Software at its principal place of business solely on a single computer (unless Customer is authorized to install and use the Software on more than one computer, as set forth in that certain Professional Services Agreement between the parties), and solely for Customer’s internal business use. A license for each active server, test server, or fail-over server must be expressly purchased for the specific use of the Software on each server. Except as otherwise notified by Company, the Software may not be used in connection with any software not acquired from Company or recommended in writing by Company specifically for use with the Software. Except as expressly set forth in this Section 1, no other right or license is granted to Customer with respect to the Software.

Use of the Software requires that Customer use, as part of the Software, certain third-party Runtime-Restricted Use Software. By agreeing to this Agreement and installing and using the Software, Customer agrees to all terms and conditions set forth in the End User License Agreement(s) including those attached in Exhibit A.

2. License Fee.

Customer agrees to pay a license fee for the above-granted license, as set forth in accordance with the terms of that certain Professional Services Agreement between Company and Customer (the “License Fee”). The Professional Services Agreement sets forth a payment schedule and payment terms for the License Fee, which are incorporated into and made a part of this Agreement by this reference.

3. Other Rights and Limitations.

3.1 Transfer of Software. Customer may not rent, lease, distribute, sell, assign, pledge, sublicense, loan, timeshare, otherwise transfer, or otherwise use the Software for the commercial or other benefit of third parties, but Customer may transfer the use of the Software from Customer to a

third party on a permanent basis, provided that (i) Customer notifies Company of the transfer in advance of the transfer; (ii) Customer ceases all use of the Software and retains no copies of the Software after the transfer; and (iii) the third-party recipient expressly agrees in writing to the terms of this SLA and provides the signed SLA to Company. In the event of such a transfer, Customer agrees to pay any additional installation, set-up, or training fees arising out of the transfer of the Software to the third party (to the extent that the third party refuses or fails to pay such fees). Customer further agrees to allow Company or its representatives onto Customer’s premises to ensure that Customer has ceased all use of the Software and not retained any copies of the Software.

3.2 Limitation on Reverse Engineering, Decompilation, and Disassembly.

Customer may not, and may not permit any employee or third party to, reverse engineer, decompile, translate, or disassemble the Software, or otherwise determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Software, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

3.3 Other Use Restrictions.

Customer may not use the Software for any purpose other than for use on Customer’s own internal computer networks, as set forth in this SLA. Customer agrees to comply with all applicable laws, rules, and regulations in its use of the Software. Customer may not, and may not permit its employees or any third party to, (i) modify, translate, or create derivative works based on or derived from the Software; (ii) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Software; (iii) perform, or release the results of, benchmark tests or other comparisons of the Software with other software, media, or materials; (iv) permit the Software to be used for or in connection with processing data or other information on behalf of any third party; or (v) incorporate the Software or any portion thereof into any other materials, products, or services.

3.4 Notice to Users.

Customer shall inform all Customer employees who use the Software under the License of all terms and conditions of the SLA, and Customer acknowledges and agrees that it is responsible for all such employee usage of the Software.

In the event of any violation of this Section 3, Licensor may immediately terminate this Agreement in accordance with Section 12, and shall be entitled to injunctive relief in accordance with Section 13.9.

4. Copyright.

The Software is licensed, not sold. Customer acknowledges and agrees that Company or its suppliers own title to the Software and all present and future copyrights, trade secret rights, patent rights, trademark rights, and all other intellectual property and proprietary rights in and to the Software (including without limitation, all source and object code, algorithms, techniques, methods, images, "applets," photographs, animations, video, audio, music, text, and other content comprising and/or incorporated into the Software), accompanying printed materials, the copy of the Software that Customer is permitted to make under Section 3.4, and all updates and upgrades to and versions and derivative works of the foregoing. Customer may not copy or transfer the Software, except as expressly provided in Section 3 of this Agreement. Customer may not copy the printed materials accompanying the Software without Company's prior written approval in each instance of such proposed copying.

5. Dual-Media Software.

Customer may receive the Software in more than one medium. Regardless of the type or size of media Customer receives, Customer may use only the single medium that is appropriate for Customer's single computer. Customer may not use or install the other media on another computer. Customer may not loan, rent, lease, distribute, sell, assign, pledge, sublicense, timeshare, or otherwise transfer the media to another user or use the media for the commercial or other benefit of any third party, except as part of the permanent transfer of the Software under Section 3.1 of this Agreement.

6. Export Restrictions.

The Software is subject to the export control laws of the United States and other countries. Customer may not export or re-export the Software, unless Customer has first obtained Company's prior written permission and the appropriate United States and foreign government licenses, at Customer's sole expense. Customer must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Software. The Software may not be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce

Department's Denied Persons List. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Customer further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

7. Representations and Warranties; Warranty Disclaimer

7.1 Customer represents and warrants that (a) it has full right and power to enter into and perform its obligations under this Agreement, and (b) it will take all reasonable precautions to prevent injury to any persons (including employees of Company) or damage to Company's property during the Term of this Agreement.

7.2 Company represents and warrants that (a) it has full right and power to enter into and perform its obligations under this Agreement, and (b) it will take all reasonable precautions to prevent injury to any persons (including employees of Customer) or damage to Customer's property during the Term of this Agreement.

7.3 Company warrants that the Software will perform substantially in accordance with the specifications set forth in the Scope of Work to the Professional Services Agreement, for a period of one (1) year from the date of the Contract Execution, as that term is defined in the PremierPro Support and Maintenance Agreement, Exhibit A. Any changes or modifications to the Software by any person other than Company, or any combination of the Software with any other materials by any person other than Company, voids this limited warranty. This limited warranty is also void if failure of the Software results from transportation, neglect, misuse, or misapplication of the Software by any person other than Company; from any accident beyond Company's control; from use of the Software not in accordance with this Agreement or documentation provided in connection with the Software; or from Customer's failure to provide a suitable installation or use environment for the Software.

7.4 The express warranties in Section 7.2 and 7.3 set forth above are in lieu of all other warranties, express, implied or statutory, arising from or related to this agreement and the Software provided to customer hereunder, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties other than the express warranties in Section 7.2 and 7.3 of this agreement. Except for the express warranty in Section 7.3 of this Agreement, Company provides the software to customer "as is" and "as available," and does not warrant that the Software will be uninterrupted or error free, and hereby disclaims any and all liability in connection therewith. This warranty disclaimer is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company is authorized to modify this limited warranty, or make any additional warranties, whether orally, in writing, or

otherwise. This Section 7.4 shall be enforceable to the fullest extent permitted by applicable law.

8. Customer Remedies; Limitation of Liability.

8.1 If Customer finds what it reasonably believes to be a failure of the Software to substantially conform to the functional specifications in the Scope of Work, and provides Company with a written report that describes such failure in sufficient detail to enable Company to reproduce such failure, Company's and its suppliers' entire liability and Customer's exclusive remedy is for Company to use commercially-reasonable efforts to correct or provide a workaround for such failure at no additional charge to Customer. If, in Company's sole discretion, it provides Customer with replacement Software, the replacement Software will be warranted in accordance with the provisions of this Agreement for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Company are available without proof of purchase from an authorized non-U.S. source.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS SLA, THE SOFTWARE, AND RELATED DOCUMENTATION. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS SLA, THE SOFTWARE, AND RELATED DOCUMENTATION, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF THE LICENSE FEE ACTUALLY PAID TO COMPANY HEREUNDER IN THE TWELVE- (12-) MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE CLAIM. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS SLA AND THAT COMPANY WOULD NOT ENTER INTO THIS SLA WITHOUT THESE LIMITATIONS ON ITS LIABILITY. MINIMUM INSURANCE REQUIREMENTS STILL APPLY TO THIS AGREEMENT, PER CUSTOMER'S INSURANCE REQUIREMENTS AS STATED IN EXHIBIT B, AND NOTHING STATED HERIN WILL LIMIT THE AVAILABILITY OF THE INSURANCE UP TO THE POLICY LIMIT.

9. Network Security Disclaimer

9.1 Internet Security.

Company's Software may have the ability to connect to the Internet. The Software is designed to operate within Customer's secure network environment, and the Software does not provide any mechanism for security or privacy. Specifically, the Software relies fully on Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's network environment; or (ii) any third-party technologies' or services' ability to meet Customer's security or privacy needs. These third-party technologies and services may include, but

are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

9.2 Remote Access Security.

In order to enable code development, and Customer support and maintenance of the Software (if purchased by Customer pursuant to a separate support and maintenance agreement), Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a Customer solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

9.3 Section Intentionally Left Blank.

10. U.S. Government End Users.

10.1 The Software is a "commercial item", as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Software is licensed to any U.S. Government end users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Company and licensor of the Software is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, Oregon 97223, USA. This Section 10.1, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

10.2 Company advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended to other State of Florida jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of Company. A qualified entity choosing to join this contract shall execute a separate contract with the

specifications, pricing, terms and rights provided herewith, directly between the entity and Company, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity's additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with Company concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of Company's current bids or agreements.

11. Support and Maintenance.

Customer may purchase support for and maintenance of the Software from Company by entering into a separate PremierPro Support and Maintenance Agreement with Company.

12. Term and Termination.

12.1 This SLA shall continue indefinitely, unless terminated earlier in accordance with this Section 12 (the "Term").

12.2 Customer may terminate this SLA at any time by returning or deleting all copies of the Software in Customer's possession and providing Company written notice that Customer has done so. Under no circumstances will Company provide a refund of paid fees to Customer.

12.3 Company may terminate this SLA, all other agreements between the parties, if any, and Customer's right to continue to use the Software hereunder, immediately upon written notice if Customer breaches a material term or condition of this SLA, including Customer's failure to pay the License Fee when due, and fails to cure such breach within sixty (60) days of being notified of the breach by Company. Upon such termination, Customer shall immediately cease all use of the Software, and Company may terminate Customer's access to the Software. Further, upon such termination, Customer must promptly return all copies of the Software and related documentation in its possession or under its control to Company and provide Company with written notice that it has done so. In the event sufficient budgeted funds are not available in a new Customer fiscal period, Customer shall notify Company of the occurrence and may terminate this Agreement effective as of the date stated in such notice without penalty or expense.

12.4 Sections 4, 7.4, 8.2, 9, 12, 13 and the rights and obligations therein shall survive any termination of this SLA.

13. General Provisions.

13.1 Independent Contractor Relationship.

Company's relationship with Customer will be that of an independent Contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Customer is not an agent of

Company and is not authorized to make any representation, contract, or commitment on behalf of Company, or to bind Company in any way. Company is not an agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer, or to bind Customer in any way. Company will not be entitled to any of the benefits, which Customer may make available to its employees, such as group insurance, profit sharing or retirement benefits.

13.2 Governing Law; Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Pinellas County, Florida.

13.3 Severability.

If any provision of this SLA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 8 will remain in effect notwithstanding the unenforceability of any provision in Section 7.

13.4 Contact Information.

Should Customer have any questions concerning this SLA, or if Customer desires to contact Selectron Technologies, Inc. for any reason, please contact us at: Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, Oregon 97223, USA; www.stigov.com.

13.5 Notice.

All notices, consents, and other communications under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in Section 13.4 or beneath such party's signature, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever is sooner. Either party may change its address by giving notice of the new address to the other party.

13.6 Public Announcements.

Customer shall cooperate with Company so that Company may issue a press release concerning this Agreement; provided, however, Company may not release any such press release without the prior approval of Customer (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Company shall have the right to use Customer's name as a

customer reference, and to use Customer's trade name on Company's customer lists.

13.7 Section Intentionally Removed

13.8 Confidentiality.

The Software and all related documentation and materials provided to Customer under this Agreement contain valuable trade secrets, copyrights, proprietary know-how, information, algorithms, techniques, methods, processes, and content (collectively for purposes of this Section 13.8, "Proprietary Information and Materials") that belong to Company or its suppliers, and the Proprietary Information and Materials are being made available to Customer in strict confidence. ANY USE OR DISCLOSURE OF THE PROPRIETARY INFORMATION AND MATERIALS, OTHER THAN IN STRICT ACCORDANCE WITH THIS SLA, IS STRICTLY PROHIBITED AND IS ACTIONABLE AS A VIOLATION OF COMPANY'S AND/OR ITS SUPPLIERS' TRADE SECRETS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS, AS WELL AS A MATERIAL BREACH OF THIS AGREEMENT. Nothing stated in the documents comprising this Agreement shall limit the parties' obligations to comply with Florida laws governing public records.

13.9 Injunctive Relief.

In the event that Customer breaches any provision of Section 3, Section 4, Section 13.8, or any other material provision of this Agreement, Customer acknowledges and agrees that there can be no adequate remedy at law to compensate Company for such breach; that any such breach will allow Customer or third parties to compete unfairly with Company resulting in irreparable harm to Company that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Company shall be entitled to injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond or other security), in addition to whatever remedies Company

may have at law, in equity, under this Agreement, or otherwise.

13.10 Waiver.

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.11 Authority.

Any person executing this Agreement in a representative capacity in so signing this Agreement acknowledges his or her authority to do so and his or her authority to bind the entity on whose behalf the Agreement is signed.

13.12 Entire Agreement.

This SLA constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This SLA may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will not modify the terms and conditions of this Agreement or have any force or effect.

13.13 Counterparts.

This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

[Signature Page Follows]

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

Selectron Technologies, Inc.

By: Todd A. Johnston

Signed: 

Title: President

Date: 4/5/17

Address: 12323 66th Avenue

Portland, OR 97223

Customer:

By: _____

Signed: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM

By: 
Office of the County Attorney

EXHIBIT A

Statement of Work



Statement of Work

Pinellas County, FL

Relay *Permits*

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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Pinellas County, FL (Pinellas County or Customer). The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	1/20/2016

2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of Pinellas County's current Accela Permits Plus application database and future Accela Civic Platform application database to provide the given data to Relay.

2.1. The Relay Platform

Pinellas County's solution is powered by Selectron's Relay platform. Relay is a multi-channel, multi-agency platform that is designed to connect customers, constituents, and field workers to government agencies and utilities. Relay offers interactive voice response (IVR), web, mobile, outbound, call center agent, and field worker capabilities all in a single platform.

The following sections detail the functionality that will be implemented for Pinellas County. Additional channels, applications, and integrations that are not specified in this SOW are not included, but may be able to be added to the system under a supplemental statement of work. Please contact your Selectron representative for more details for additional functionality.

2.1.1. Application Packs and Channels

Pinellas County's solution includes the following application pack and channels:

- Application packs:
 - Permits Pack
- Channels:
 - IVR

2.2. Permits Pack

Pinellas County will be configured with the Relay Permits Pack. The Permits Pack offers Pinellas County's customers with a central point of access for permit information and services. Callers will be able to enter a permit number and perform the following actions:

- Contractor Menu
 - Access inspection results
 - Permit based messaging
 - Schedule inspections
 - Cancel inspections
 - Hear site address for the permit
 - Payment Processing – Credit Card and E-Check
 - Partial Payments Acceptance (if desired)
- Inspector Menu
 - Post inspection results

- Post correction codes
- Leave Message for contractor

All permit, inspection, and/or code information is made available through an API to the Accela Permits Plus application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.2.1. IVR Channel

The IVR Channel for the Permits Pack provides callers with an Interactive Voice Response (IVR) system for accessing and posting permit information. The IVR offers functionality in the form of a Contractor Menu and an Inspector Menu.

Using the Contractor Menu, a contractor can enter a permit number to access permit information and functions. Upon entering a valid permit number, the user can schedule, reschedule, and/or cancel inspections. After an inspection has been scheduled/rescheduled/canceled, the caller will receive a confirmation number. Contractors can also use the IVR to access inspection results, including any associated correction codes and descriptions. Finally, the contractor can access messages left for them by an inspector, or leave a message for an inspector.

Using the Inspector Menu, accessible via a hidden main menu option, an inspector can enter a permit number to post inspection results via the IVR. When posting results, the caller will need to enter a valid Inspector PIN number (or some other validation number to be determined during implementation). The PIN can be determined by Pinellas County, but must be validated by the Accela Permits Plus database. When posting results, inspectors can add correction codes as well as leave a message for the contractor.

If desired, callers can be given the option to transfer to an agent. If a caller requests a transfer, the Relay IVR performs a blind transfer to a number specified by Pinellas County.

2.3. Payment Processing

The Relay solution is configured to accept credit card and e-check payments, allowing citizens to make payments. The payment processing engine is a PA-DSS-Verified payment system that **does not** retain any payment information. Users will need to enter their payment information for each transaction.

Payments against Permits Plus will be performed in batch, not real-time. When Pinellas County upgrades to Accela Civic Platform, payments will be available as long as the Accela Civic Platform API provides access to payment data and posting.

The Relay payment application interacts with Pinellas County's selected payment gateway, PayPal, to provide payment functionality. Users will need to authenticate and provide valid payment information in order to make a payment. Relay validates the user's payment information before passing it to the payment gateway. For permitting, when a payment is reported to Relay as successful, the payment information will be recorded in a flat file and made available to Pinellas County administrators for reconciliation.

Pinellas County will be able to take payments from citizens via the following payment methods:

- Credit Card
- E-Check

2.3.1. Credit Card

The interactive solution accepts Visa®, MasterCard®, Discover®, and American Express®. Pinellas County can elect to accept all or a subset of these card types. Any credit card types not accepted by Pinellas County will not be accepted by the solution. When taking a payment, Relay verifies the credit card number and expiration date. For more security, Pinellas County can choose to verify the card holder's zip code and/or security code. All credit card transactions are sent through the designated payment gateway.

2.3.2. E-Check

Users wishing to pay via E-Check will need to enter their bank routing number and bank account number. All E-Check transactions are sent through the designated payment gateway.

3. System Integration

Depending on the implemented features, Relay requires varying levels of integration with other Pinellas County components. These are described in the following sections.

3.1. Application Database Interfaces

It is anticipated that Selectron will be integrating with Pinellas County's current Accela Permits Plus application database with an impending host upgrade to Accela Civic Platform. All data-based interactivity on the solution is reliant upon data being available via the Accela APIs.

During the implementation phase, if data elements are identified as necessary but are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and will result in additional professional services fees.

3.2. Payment Gateway Interfaces

The payment processing service is PA-DSS validated. Integration to the payment gateway initiates the collection and reconciliation of the payments being gathered by the department. It is required that the payment gateway be on the list of Selectron-certified payment gateways and that it integrates utilizing a REST/Web Service implementation.

It is assumed that the Customer will use PayPal or another Selectron PA-DSS certified vendor as the payment gateway. Approved gateways are:

- USA ePay (AMS)
- PayFlowPro (PayPal)
- Payments Gateway (Forte)
- Invoice Cloud
- Global Gateway e4 (FirstData)
- PayPoint (FirstData)
- Simple Order (CyberSource)
- Authorize.net
- Bluefin

If the Customer does not pick a vendor on this list, Selectron will work with Pinellas County to get the gateway of choice approved. The approval process includes additional development as well as software validation to comply with the Payment Card Industry's PA-DSS standards. This will require additional professional services costs and will impact the project timeline.

The following payment processing fees and services are not covered by the purchase of the application:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

4. Deployment Model

This implementation of Relay will be deployed on premise at Pinellas County. Selectron will be providing the following hardware to support the Relay solution: 1 standard production server and 1 test server.

For virtual or physical servers, relay requires these minimum specifications:

- Quad-Core Intel Processor
- 16gb RAM
- 250gb RAID 5 drives
- MS Windows 2012 R2, 64-bit

If the customer is providing SQL:

- Microsoft SQL Server 2008 or 2012

Pinellas County's solution is licensed for:

- Seven (7) inbound VoIP/SIP IVR ports allowing for up to seven concurrent calls
- One (1) inbound VoIP/SIP IVR test port

5. Administrative Tasks

This section details administrative tasks that can be performed in order to manage Relay. All system administration for Relay is handled through the Relay Portal web application. An administrator from Pinellas County will be provided with user credentials for the Relay Portal application during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned on a per-user basis; permission govern the functionality available to a given user.

The Relay Portal provides Pinellas County administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings.

5.1. Run System Reports

Pinellas County administrators will be able to run system reports via the Relay Portal. Reports that can be run by the administrator include:

- System Statistics
- Payments

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.1.2. Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the service implementation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service. This includes information on the toll-free numbers, call volume, APIs, account validation information, and the types of payments being gathered.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and application database, prior to system initiation, to allow for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

6.1.3. Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- IVR call flow design

Software development cannot begin until these design elements are completed and approved by the Customer.

6.1.4. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the

application database and the general ability for a customer to successfully access live data and complete a transaction.

6.1.5. Provide Installation and Administrative Training

Selectron will provide two days of onsite installation and training for Pinellas County's Relay solution.

6.1.6. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- Toll free phone number(s)
- Web addresses
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

6.1.7. Interface Upgrades

After service initiation, Pinellas County's Accela Permits Plus / Civic Platform database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any Pinellas County application database (or other application database software) may require professional services outside the scope of this service.

6.2. Pinellas County, FL

This section outlines the Customer's service initiation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides Pinellas County with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

6.2.2. Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

Approve Channel Configuration The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- Call flow for the IVR solution

Once the channel design(s) have been approved, software development begins.

6.2.3. Provide Remote Network Access to Application Database(s)

In order to fully test the interactive solution, Selectron Technologies requires access to Pinellas County's application database(s) prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help Pinellas County identify the necessary requirements.

If remote access is not granted, the Customer should inform the Project Manager immediately. While system installation can be successful without prior access to the database, additional, post-installation development and testing time will be necessary, significantly delaying system activation.

6.2.4. Provide System Access

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support.

Please notify Selectron Technologies immediately if the accounts for the Application Database, payment gateway or network are modified. Pinellas County is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

6.2.5. Confirm Service Functionality

Pinellas County, FL has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.2.6. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.

Exhibit B – Pinellas County Insurance Requirements

The Contracted vendor shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor receipt of notice of award, the Contractor shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.

Exhibit B – Pinellas County Insurance Requirements

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits	
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance (**applicable if onsite only**) covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Per Accident	\$1,000,000

(D) Cyber Risk Liability (Technology Errors & Omission, Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses Breach Response/Event Management Expense coverage sublimit can be no less than 50% of the aggregate with at least minimum limits as follows:

Limits	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Exhibit B – Pinellas County Insurance Requirements

If Claims-Made Coverage is provided, policy must remain in place for a period no less than 12 months after the contract/completion date of this contract.

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

(E) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.