CLEARRISK

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "**Agreement**") is made this _____ day of _____, 2023 (the "**Effective Date**") by and between **CLEAR RISK US Corp.**, a foreign for-profit corporation authorized to conduct business in the State of Florida ("**ClearRisk**"), FEI/EIN 36-5007786, with a principal address of 5 Hallett Cres Suite 8, St. John's, NL A1B4C4-4C4 Canada, and Escambia County, a political subdivision of the State of Florida ("**Client**"), with administrative offices located at 221 Palafox Place, Suite 420, Pensacola, FL 32502.

IN CONSIDERATION of the mutual covenants contained herein, ClearRisk and the Client agree as follows:

1.   INTERPRETATION

1.1.   Definitions.

(a)   "**Business Day**" means any day other than Saturday, Sunday or a day that is a recognized U.S. federal holiday.

(b)   "**ClearRisk**" means Clear Risk US Corp.

(c)   "**ClearRisk Service**" means ClearRisk's proprietary online, Web-based risk management solutions, for which Client is granted rights of access and use in accordance with this Agreement, including offline or mobile components or applications as described in the Documentation and any other ancillary services available in connection therewith, as the ClearRisk Service may be updated from time to time by ClearRisk in its sole discretion.

(d)   "**Client**" means the entity described above and defined as the Client.

(e)   "**Client Data**" means electronic data and information submitted by or for Client to the ClearRisk Service.

(f)   "**Data Protection Laws**" means all laws and regulations, including laws and regulations of Canada and the United States (including the *Personal Information Protection and Electronic Documents Act* (Canada), the Canadian Anti-Spam Legislation and the *California Consumer Privacy Act*), applicable to the Processing of Personal Information under the Agreement.

(g)   "**Documentation**" means the user documentation for the ClearRisk Service found within Client's ClearRisk Service instance and its usage guides and policies, as updated from time to time, accessible via the ClearRisk Service.

(h)   "**Fees**" mean Subscription Fees.

(i)   "**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

(j)   "**Party**" means ClearRisk or Client and "**Parties**" means ClearRisk and Client.

(k)   "**Personal Information**" means any information relating to an identified or identifiable natural person as defined under applicable Data Protection Laws.

(l)   "**Processing**" means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by

transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(m) "**Professional Services**" means the implementation, training and other services provided by ClearRisk pursuant to a Statement of Work.

(n) "**Salesforce Platform**" means the SFDC proprietary online, web-based platform service described in the SFDC Service Agreement.

(o) "**SFDC**" means Salesforce.com, Inc.

(p) "**SFDC Service Agreement**" means the Salesforce.com, Inc. service agreement located at https://www.clearrisk.com/SFDCSA and which governs Client's use of the ClearRisk Service on the Salesforce Platform.

(q) "**Statement of Work**" means a statement of work for Professional Services entered into by Clear Risk and Client which refers to this Agreement.

(r) "**Subscription Fee**" means the fee payable by Client as set out in Schedule A.

(s) "**Support Services**" means the technical support services for the ClearRisk Service provided by ClearRisk in accordance with Section 3.4 hereof.

(t) "**Term**" means the Initial Term and any Renewal Terms (each as defined in Section 2 hereof).

(u) "**User**" means an individual who is authorized by Client to use the ClearRisk Service or for whom the ClearRisk Service has been provisioned, and to whom Client has supplied a user identification and password. Users may include, for example, employees, consultants, contractors and agents of Client.

1.2. <u>Rules of Interpretation</u>. Words importing the singular number shall include the plural and vice versa and words importing the use of any gender shall include all genders. Headings used in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement for any other purpose including, without limitation, its interpretation. Expressions such as "hereof", "hereunder" and "hereby" shall be construed as referring to the entire Agreement and not only to the particular Article, section, subsection or clause in which they appear. In determining beneficial ownership by a person, such person shall be considered as having a beneficial ownership interest in the assets of any company controlled, directly or indirectly, by such person. This Agreement shall not be construed or interpreted so as to create any rights to or be enforceable by any person who or which is not now, or does not in future become, a party to this Agreement.

1.3. <u>Business Days</u>. In the event that any act is required hereunder to be done, any notice is required hereunder to be given, or any period of time is to expire hereunder on any day that is not a Business Day, such act shall be required to be done or notice shall be required to be given or time shall expire on the next succeeding Business Day.

1.4. <u>Schedules</u>. The following Schedules are attached hereto and form part of this Agreement:

Schedule A – Fee Schedule

Schedule B – Initial Statement of Work

2. **TERM**

2.1. <u>Term of Agreement</u>. This Agreement comes into force as of the Effective Date hereof and has an initial term of three (3) years from the Effective Date (the "**Initial Term**"), unless terminated earlier in accordance with the provisions of this Agreement or applicable law or it is renewed in accordance with Section 2.2 hereof.

2.2. <u>Renewal</u>. This Agreement may be renewed by Client for up to two additional one year terms (each a "**Renewal Term**") by providing ClearRisk with written notice of its intention to renew this Agreement no less than 30 days prior to the expiration of the Initial Term or any Renewal Term.

3. **THE CLEARRISK SERVICE**

3.1. <u>Grant of Right to Use the ClearRisk Service</u>. Subject to the terms and conditions of this Agreement and payment of the applicable Fees, ClearRisk hereby grants to Client a non-exclusive, worldwide, non-transferable, non-sublicensable right to (a) access and use (and to permit Users to access and use) the ClearRisk Service, solely during the Term; and (b) access and use, and to permit Users to access and use, the Documentation as reasonably necessary to support the Client's permitted use of the ClearRisk Service during the Term.

3.2. <u>SFDC Service Agreement</u>. Client acknowledges that the ClearRisk Service is provided on the Salesforce Platform and hereby agrees that the terms and conditions set forth in the SFDC Service Agreement are hereby incorporated by reference and form part of this Agreement and Client hereby agrees to be bound by the SFDC Service Agreement. Client acknowledges and agrees that the terms set out in the SFDC Service Agreement are imposed upon ClearRisk by SFDC and a breach by Client of the terms and conditions set forth therein constitutes a material breach of this Agreement and could impact and/or prevent Client from being able to access and use the ClearRisk Service.

3.3. <u>Restrictions</u>. Client shall not (and shall not allow Users or any third party to): (a) possess, download or copy the ClearRisk Service or any part of the ClearRisk Service, including but not limited any component which comprises the ClearRisk Service, but not including any output from the ClearRisk Service; (b) knowingly interfere with service to any of ClearRisk's customers, users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing; (c) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the ClearRisk Service and/or Documentation, except to the extent that enforcement is prohibited by applicable law; (d) circumvent any timing restrictions that are built into the ClearRisk Service; (e) sell, rent, lend, transfer, distribute, license, or grant any rights in the ClearRisk Service or Documentation in any form to any person without the written consent of ClearRisk; (f) remove any proprietary notices, labels, or marks from the ClearRisk Service or Documentation; (g) create any "links" to or "frame" or "mirror" of the ClearRisk Service or any portion thereof; or (h) use the ClearRisk Service in violation of applicable laws.

3.4. <u>Support</u>. During the Term, ClearRisk, or its authorized support partner, will provide Support Services at no additional charge. Support Services will include: (a) telephone support from 9:00 AM to 5:00 PM (ET) on Business Days and any calls received outside of such hours are handled on a reasonable efforts and as available basis; (b) email support is monitored and provided from 8:00 AM to 5:00 PM (ET) ON BUSINESS DAYS and emails outside of these hours will be responded to on a reasonable efforts basis; and (c) ClearRisk will use commercially reasonable efforts to respond to support inquiries within one (1) Business Day. Customer will have access to ClearRisk's technical support web site and may use the web site to submit service requests. ClearRisk shall not be required to provide Support Services if Client is in default of any of its material obligations under this Agreement.

3.5. <u>Professional Services</u>. ClearRisk, or its authorized services partner, will provide Professional Services in accordance with the terms and conditions of the initial Statement of Work for implementation of ClearRisk Service attached hereto as **Schedule B**. As noted in **Schedule A**, ClearRisk has waived all fees for said Professional Services.

4. **CLIENT DATA AND PERSONAL INFORMATION**

4.1.   Ownership. As between ClearRisk and Client, Client exclusively owns all rights, title and interest in and to all Client Data. ClearRisk does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any of the Client Data.

4.2.   Technical and Organizational Safeguards. In connection with the provision of the ClearRisk Service, ClearRisk will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Client Data by ClearRisk personnel except (a) to provide the ClearRisk Service and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 9.4 below and upon identification of lawful authority, or (c) as expressly permitted in writing by Client. ClearRisk shall not access Client Data except to provide the ClearRisk Service and prevent or address service or technical problems, or at Client's request in connection with customer support matters.

4.3.   Client Data and Portability. Upon request by Client made during the Term or within thirty (30) days after the effective date of termination of this Agreement, Clear Risk will make the Client Data available to Client for export or download as provided in the Documentation. After such 30-day period, Clear Risk will have no obligation to maintain or provide any Client Data and will thereafter delete or destroy all copies of Client Data in its systems or otherwise in its possession or control as provided in the Documentation, unless legally prohibited.

4.4.   Personal Information. To the extent that Client Data includes Personal Information:

(a)   *ClearRisk's Processing of Personal Information*. ClearRisk shall secure Personal Information with all necessary safeguards appropriate to the level of sensitivity of the Personal Information. ClearRisk shall only Process Personal Information in accordance Data Protection Laws and only for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Client's Users or customers in their use of the ClearRisk Service; and (iii) Processing to comply with other documented reasonable instructions provided by Client where such instructions are consistent with the terms of the Agreement.

(b)   *California Consumer Privacy Act ("CCPA")*. ClearRisk is a "Service Provider" as such term is defined under §1798.140(v) of the CCPA. As such ClearRisk shall not retain, use or disclose any Personal Information received from the Client during the Term for any purpose other than the specific purpose of providing the ClearRisk Service and other related services specified in this Agreement or for such other business purpose as is specified in this Agreement.

(c)   *ClearRisk Personnel*. ClearRisk shall ensure that its personnel engaged in the Processing of Personal Information are informed of the confidential nature of the Personal Information and have received appropriate training on their responsibilities and ClearRisk shall take commercially reasonable steps to ensure the reliability of any ClearRisk personnel engaged in the Processing of Personal Information.

(d)   *Client's Obligations*. Client's instructions to ClearRisk for the Processing of Personal Information shall comply with Data Protection Laws. Client shall have sole responsibility for the accuracy, quality, and legality of Personal Information and the means by which Client acquired Personal Information. Client hereby represents and warrants to, and covenants with ClearRisk that Client Data will only contain Personal Information in respect of which Client has provided all notices and disclosures, obtained all applicable third party consents and permissions and otherwise has all authority, in each case as required by applicable Data Protection Laws, to enable ClearRisk to provide the ClearRisk Service, including with respect to the Processing of Personal Information, including by or to ClearRisk and to or from all applicable third parties.

(e)   *Security Incident*. Upon becoming aware of any unlawful access to any Personal Information, any unauthorized access to such facilities or equipment resulting in loss, disclosure or alteration of any Personal Information, or any actual loss of or suspected threats to the security of Personal Information (including any physical trespass on a secure facility, computing systems intrusion/hacking, loss/theft of a computing device, storage media or printed materials, or other unauthorized access) (each a "**Security Incident**"), ClearRisk will promptly notify Client of the Security Incident (and in all circumstances at least as soon as it reports to similarly situated customers of Client, but in any event as soon as reasonably possible in the circumstances), and will investigate or perform required assistance in the investigation of the Security Incident and provide Client with detailed information about the Security Incident. ClearRisk will take all commercially reasonable steps to mitigate the effects of the Security Incident or assist Client in doing so; and will provide prior notice to Client of, and will not undertake any, proposed communications to third parties related to a Security Incident involving Personal Information without Client's prior written approval, not to be unreasonably withheld, conditioned or delayed. ClearRisk will work with and coordinate with Client on any such notices in any event. Subject to Section 13, ClearRisk will comply with this Section 4.4(e) at ClearRisk's cost, unless the Security Incident arose from Client's negligent or willful acts or ClearRisk's compliance with Client's express written instructions.

(f)   *Request for Personal Information*. ClearRisk shall (at Client's expense), taking into account the nature of the processing, provide all reasonable cooperation to assist Client by appropriate technical and organizational measures, in so far as is possible, to respond to any requests from individuals or applicable data protection authorities relating to the Processing of Client Personal Information under this Agreement. In the event that any such request is made to ClearRisk directly, ClearRisk shall not respond to such communication directly without Client's prior authorization, unless legally compelled to do so. If ClearRisk is required to respond to such a request, ClearRisk shall promptly notify Client and provide it with a copy of the request unless legally prohibited from doing so.

5.   CLIENT RESPONSIBILITIES

5.1.   Users. Client is responsible for all activities that occur in User accounts and for its and its Users compliance with this Agreement. Client shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data and the means by which Client acquired Client Data; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the ClearRisk Service, and notify ClearRisk promptly of any such unauthorized access or use; and (c) use the ClearRisk Service only in accordance with the Documentation and applicable laws and government regulations.

5.2.   Equipment. Client is solely responsible for acquiring, servicing, maintaining and updating all equipment, computers, software and communications services (such as Internet access) that are required to allow Client to access and use the ClearRisk Service and for all expenses relating thereto. Client agrees to access and use, and shall ensure that all Users access and use, the ClearRisk Service in accordance with any and all operating instructions or procedures that may be issued by ClearRisk from time to time.

6.   FEES AND PAYMENT TERMS

6.1.   Fees. Client agrees to pay the Fees and other charges for the ClearRisk Service and Professional Services provided under this Agreement as specified in **Schedule A**. Except as otherwise specified herein, Fees paid are non-refundable.

6.2.   Annual Cost Escalation. Client agrees that all Subscription Fees will increase by 5% each and every year at the anniversary date.

6.3.   Taxes. All amounts payable hereunder are exclusive of any and all taxes, and Client is responsible for payment of such taxes (excluding taxes based on ClearRisk's net income) or provide proof of tax-exempt status. All prices are stated, and Client shall pay, in US dollars.

6.4.   Invoicing and Payment. Fees will be invoiced in advance on an annual basis unless otherwise stated herein. Payments and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70 et seq., Florida Statutes, as amended.

6.5.   Reserved.

6.6.   Suspension for Non-Payment. ClearRisk may immediately suspend Client's access to and use of the ClearRisk Service if Client fails to make any payment due in respect of the ClearRisk. Any suspension of the rights hereunder by ClearRisk under the preceding sentence shall not excuse Client from its obligation to make all payment(s) under the Agreement.

6.7.   Payment Disputes. ClearRisk will not exercise its rights under Section 6.4 or 6.6 above if Client is disputing the applicable charges and in good faith and cooperating diligently to resolve the dispute.

7.   INTELLECTUAL PROPERTY

7.1.   The ClearRisk Service. Subject to the limited rights expressly granted hereunder, ClearRisk reserves all rights, title and interest in and to the ClearRisk Service, including all related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth in this Agreement. ClearRisk retains all right, title and interest in and to the ClearRisk Service at all times, and regardless of the form or media in or on which the original or other copies may subsequently exist. Finally, any suggestions, ideas or inventions that Client, its employees or agents, voluntarily and optionally disclose to ClearRisk through any means will be used, or not used, by us at ClearRisk's sole discretion; and, ClearRisk will have no obligation to Client, its employees and/or agents regarding any ideas or inventions that Client, its employees and/or agent disclose through such means.

7.2.   Usage Data. Notwithstanding anything to the contrary in this Agreement, Client acknowledges that the ClearRisk Service may provide Usage Data (as hereinafter defined) to ClearRisk and ClearRisk may monitor Client's use of the ClearRisk Service and collect and compile aggregated and anonymized data, information, analytics and diagnostic statistics relating to the provision and operation, and Client's use, of the ClearRisk Service ("**Usage Data**"). As between ClearRisk and Client, all right, title, and interest in Usage Data, including all intellectual property rights therein, are owned solely by ClearRisk. ClearRisk may use Usage Data to support (including to improve) the ClearRisk Service, develop new products and services, and for any other business purpose, *provided that* the Usage Data does not contain any Personal Information or other user identifier and is not associated with Client or any User.

8.   CONFIDENTIALITY

8.1.   Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party")** disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Client Data (which is the Confidential Information of the Client) or information of ClearRisk that qualifies as a trade secret as that term is defined in §119.0715, Florida Statutes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (iv) is received from a third party without breach of any obligation owed to the Disclosing Party; (v) is subject to disclosure requirements of Chapter 119, Florida Statutes.

8.2.   Confidentiality. Subject to Section 8.4 below, and unless the Disclosing Party expressly agrees in writing otherwise, the Receiving Party will: (a) use the Disclosing Party's Confidential Information only during the Term and only as necessary to perform the Receiving Party's obligations under this Agreement; (b) disclose the Disclosing Party's Confidential Information only to the Receiving Party's directors, officers, agents,

employees and authorized subcontractors and their employees and only to the extent that such disclosure is necessary to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement.

8.3. Protection. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

8.4. Compelled Disclosure. Confidential Information in the possession of Recipient that is subject to the disclosure requirements of Florida's Public Records Act pursuant to Chapter 119, Florida Statutes, and §24(a), Art. I of the Florida Constitution or is otherwise required to be disclosed by governmental or judicial order may be disclosed as provided herein. If the Receiving Party is compelled by law, a court, or other governmental agency to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies may be inadequate.

8.6. Return of Confidential Information. Upon Disclosing Party's written request upon expiration or termination of this Agreement (or at any earlier time upon written request by the Disclosing Party), the Receiving Party will: (a) promptly deliver to the Disclosing Party all originals and copies, in whatever form or medium, of all the Disclosing Party's Confidential Information and all documents, records, data and materials, in whatever form or medium, containing such Confidential Information in the Receiving Party's possession, power or control and the Receiving Party will delete all of the Disclosing Party's Confidential Information from any and all of the Receiving Party's computer systems, retrieval systems and databases; and (b) request that all persons to whom it has provided any of the Disclosing Party's Confidential Information comply with this Section 9.6.

8.7. Public Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Clear Risk shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Clear Risk shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Clear Risk agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. If Clear Risk fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving seven days written notice, during which period Clear Risk still fails to allow access to such documents, terminate the Agreement.

IF CLEAR RISK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

(850) 595-4947

9.   WARRANTIES AND DISCLAIMERS

9.1.   Limited Warranties. ClearRisk hereby represents and warrants to Client that:

(a)   During the Term the ClearRisk Service will perform materially in accordance with the Documentation therefor; and

(b)   the ClearRisk Service will not contain any Malicious Code.

9.2.   Warranty Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, CLEARRISK PROVIDES THE CLEARRISK SERVICE ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS. CLEARRISK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, AND THERE ARE NO CONDITIONS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, (INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF THE TRADE) AS TO, ARISING OUT OF OR RELATED TO THE FOLLOWING: (I) THIS AGREEMENT; (II) THE CLEARRISK SERVICE; OR (III) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION OR CLIENT DATA TRANSMITTED TO OR FROM THE CLEARRISK SERVICE. CLEARRISK ALSO DISCLAIMS ALL LIABILITY WITH REGARD TO CLIENT'S VIEWING OF ANY WEB SITES THAT MAY BE LINKED FROM THE CLEARRISK SERVICE. CLEARRISK DOES NOT REPRESENT OR WARRANT THAT THE CLEARRISK SERVICE WILL MEET ANY OR ALL OF CLIENT'S PARTICULAR REQUIREMENTS, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CLEARRISK SERVICE WILL BE RELIABLE, THE QUALITY OF ANY PRODUCTS OBTAINED OR PURCHASED THROUGH THE USE OF THE CLEARRISK SERVICE WILL MEET CLIENT'S EXPECTATIONS OR THAT THE CLEARRISK SERVICE WILL OPERATE ERROR-FREE OR UNINTERRUPTED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

10.   INTELLECTUAL PROPERTY; INFRINGEMENT; INDEMNIFICATION

10.1.   Indemnification by ClearRisk. Subject to this Agreement, ClearRisk shall defend, indemnify and hold Client harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with claims, demands, suits, or proceedings made or brought against Client by a third party arising out of or relating to Clear Risk's performance of this Agreement or alleging that the use of the Service and Documentation as contemplated hereunder infringes the intellectual property rights of a third party or misappropriates any trade secret (each an "**Infringement Claim**"); provided, that Client (a) promptly gives written notice of the Infringement Claim to ClearRisk; (b) gives ClearRisk sole control of the defense and settlement of the Infringement Claim (provided that ClearRisk may not settle or defend any Infringement Claim unless it unconditionally releases Client of all liability); and (c) provides to ClearRisk, at ClearRisk's cost, all reasonable assistance and information.

10.2.   Other Remedies. In addition to the indemnity contained in Section 10.1, if (a) ClearRisk becomes aware of an actual or potential Infringement Claim, or (b) Client provides ClearRisk with notice of an actual or potential Infringement Claim, ClearRisk may (or in the case of an injunction against Client, shall), at ClearRisk's sole option and determination: (i) procure for Client the right to continue to use the ClearRisk Service; or (ii) replace or modify the ClearRisk Service with an equivalent or better service so that Client's use is no longer infringing; or (iii) if (i) and (ii) are not commercially reasonable, as determined by ClearRisk in its sole discretion, terminate the rights granted hereunder to the Client to access and use the ClearRisk Service and refund to Client that portion of any prepaid Subscription Fees that is applicable to the period following the termination of the Agreement pursuant to this Section, less any outstanding Subscription Fees owed on such affected portion of the ClearRisk Service.

10.3.   Exclusions. The indemnity in Section 10.1 does not extend to (a) any Infringement Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the Client's combination of the ClearRisk Service with other products, software or services not provided or approved by ClearRisk, if such infringement would have been avoided but for such combination; or (b) any use, distribution or sublicensing in breach of or outside the scope of this Agreement.

10.4.   Sole Remedies. THIS SECTION 10 CONTAINS CLEARRISK'S ENTIRE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES, FOR INFRINGEMENT CLAIMS.

11.   LIMITATION OF LIABILITY.

11.1.   Exclusion of Indirect and Consequential Damages. SUBJECT TO SECTION 11.3 HEREOF, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS).

11.2.   Limitation of Liability for Direct Damages. SUBJECT TO SECTION 11.3 HEREOF, IN NO EVENT WILL EITHER PARTY'S MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT ARISING OUT OF OR RELATED TO THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF FOR ALL CLAIMS, COSTS, LOSSES AND DAMAGES EXCEED THE LESSER OF (A) THE PROCEEDS AVAILABLE UNDER THE INSURANCE POLICIES DESCRIBED BELOW, OR (B) THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CLIENT HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM OR LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT.

11.3.   Certain Damages Not Excluded or Limited. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (II) INDEMNIFICATION CLAIMS, (III) DAMAGES ARISING FROM INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; (IV) ANY CLAIMS FOR NON-PAYMENT, (V) FRAUD OR WILLFUL MISCONDUCT, OR (VI) BODILY INJURY OR DEATH.

11.4.   Application of Exclusions and Limitations. The foregoing limitations and exclusions of liability shall apply even if a Party had been advised of the possibility of any such costs, losses or damages or knew or ought to have known of such costs, losses or damages and shall apply regardless of whether the action arose in contract, including, without limitation, from a fundamental breach, or breach of a condition, fundamental term or warranty, or in tort (including, without limitation negligence) or otherwise. The foregoing provisions limiting the liability of ClearRisk shall also apply to its officers, directors, employees, and agents as trust provisions for the benefit of such officers, directors, employees, and agents and shall be enforceable by such persons as trust beneficiaries. Nothing herein shall be construed as a waiver of the Client's sovereign immunity, and the provisions and limitations of Section 768.28, Florida Statutes, are deemed to apply to any matter arising out of this Agreement.

12.   INSURANCE.

12.1.   Coverage. At all times during the Term and for so long as any Statement of Work has not yet expired or been terminated, ClearRisk shall maintain, at its sole cost and expense, all insurance coverage required by applicable law, and in any event insurance coverage in the following types and amounts:

(a)   Commercial General Liability with limits no less than One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars ($2,000,000) in the aggregate for claims each policy year, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of

ClearRisk under this Agreement and have a deductible of not more than ten thousand dollars ($10,000.00);

(b)   Umbrella Liability that provides additional coverage over primary comprehensive general liability coverage, automobile liability, and employers 'liability limits, in an amount not less than Five Million Dollars ($5,000,000) per occurrence;

(c)   Worker's Compensation and employer's liability insurance with statutory limits of the minimum amount required by applicable law of the jurisdiction in which the work is performed;

(d)   Cyber Liability Insurance, with limits of no less than Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate for claims each policy year;

(e)   Professional Liability or Technology Errors and Omissions with no less than Two Million Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for claims each policy year for coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement.

12.2.   Policy Terms. ClearRisk will keep all insurance coverage current and in force during the Term of this Agreement, and such insurance coverage must be (i) written through an insurance carrier with an overall A.M. Best Rating of A or better, and (ii) name Client as an additional insured under the general liability insurance provisions of the policy with respect to liability arising from or out of the ClearRisk Service by Client.

12.3.   Cancellation. The insurance policy shall apply as primary insurance and contain an undertaking by the insurers to notify Client in writing not less than 30 days 'prior to any material change, cancellation or termination and that ClearRisk itself will notify Client within 48 hours of receipt of notification by insurers of any cancellation or termination of the insurance policy.

12.4.   Certificates of Insurance. ClearRisk will provide Client with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section and shall not do anything to invalidate such insurance coverage. ClearRisk shall give 30 days 'prior written notice to Client of any cancellation, non-renewal, or material change in coverage, scope, or amount of any insurance policy required by or affecting the Client's rights or remedies under this Agreement.

13.   **TERMINATION**

13.1.   Termination. A Party may terminate this Agreement for cause (a) upon 30 days 'written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Client may terminate this Agreement for convenience upon providing sixty (60) days prior written notice to ClearRisk.

13.2.   Effect of Termination. Upon the termination of this Agreement:

(a)   by ClearRisk pursuant to Section 13.1, such termination shall not prevent ClearRisk from collecting from Client any amounts or payments owing that accrued prior to termination;

(b)   by Client pursuant to Section 13.1, such termination shall not entitle Client to a refund for all or a portion of Fees paid prior to the date of such termination, but Client will not owe ClearRisk for annual subscription fees for the remainder of the initial term or any renewal term thereafter;

(c)   for any reason, each Party shall return to the other Party all copies of the other Party's Confidential Information in its possession or control.

13.3.   Data Provided Upon Termination. Upon the termination of this Agreement for any reason, ClearRisk shall, if requested by Client within 30 days of the effective termination date, backup Client's Client Data and provide electronic copies of such Client Data through a ClearRisk provided FTP folder to Client. All data will be uniquely identified for efficient processing. Client Data will be provided as follows:

- Text data in CSV format with appropriate titles and column headers;
- Notes and file attachments in their native format provided in .zip folder; and
- Once data is accepted by Client, ClearRisk will delete all data from existing servers and provide confirmation to Client.

After such 30-day period, ClearRisk will have no obligation to maintain or provide any Client Data and will thereafter delete or destroy all copies of Client Data in its systems or otherwise in its possession or control, unless legally prohibited. Once Client Data has been provided to Client as described above, ClearRisk will have no further responsibility to Client.

13.4.   Suspension of Access to the ClearRisk Service. In addition to any termination rights of ClearRisk pursuant to this Agreement, extraordinary circumstances may require ClearRisk to suspend or terminate (where appropriate), as determined in ClearRisk's reasonable discretion, Client's access to and/or use of, or otherwise modify, the ClearRisk Service in order to: (a) prevent material damages to, or material degradation of the integrity of, ClearRisk's or its provider's Internet network; or (b) comply with any law, regulation, court order, or other governmental order. ClearRisk will notify Client of such suspension or termination action as far in advance of such suspension or termination as reasonably possible, and if such advance notice is not possible, then as soon as possible after such suspension or termination. In the event of a suspension, ClearRisk will limit such suspension to that which is minimally required and will promptly restore Client's access to the ClearRisk Service as soon as the event giving rise to the suspension has been addressed (including by Client agreeing to accept the risks associated with such suspension) or resolved. Unless caused by a breach of this Agreement by Client: (i) all Subscription Fees related to the use of the ClearRisk Service or other suspended services shall be waived for the duration of the suspension and any such waived Subscription Fees which have been pre-paid shall be refunded to Client; and (ii) in the event of a termination in connection with this Section, Client shall receive a refund of any and all prepaid Subscription Fees applicable to the remainder of the then-current Term.

16.   **MISCELLANEOUS**

16.1.   Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, epidemics, pandemics or other similar causes) ("**Force Majeure Event**"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Obligations to pay are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

16.2.   Further Assurances. The Parties and each of them shall at any time and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required so as to accomplish and carry into effect the intentions of this Agreement.

16.3.   Waiver of Breach. No delay or omission of either of the Parties to exercise any right or power accruing upon any default or breach under this Agreement shall impair any such right or power or shall be construed to be an acquiescence therein or waiver of any such default or breach or of any right or power accruing upon any such default or breach or any subsequent default or breach under this Agreement.

16.4.   <u>Waiver of Term</u>. None of the conditions, covenants or agreements contained in this Agreement may be waived in whole or in part unless such waiver is in writing and signed by the Party in whose favor the representations, warranties, conditions, covenants or agreements so waived operate.

16.5.   <u>Independent Contractors</u>. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating other relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16.6.   <u>Assignment and Sublicenses</u>. Client agrees that it shall not have the right to grant sublicenses under this Agreement without the prior written consent of ClearRisk. ClearRisk shall provide written notice to the Client if ClearRisk is acquired by, sells substantially all of its assets to, or undergoes a change in ownership or control to another entity, and Client may either consent to such assignment of this Agreement or have the option to immediately terminate this Agreement.

16.7.   <u>Notice</u>. Any notice or other document required or permitted to be given to any Party hereunder shall be validly given if delivered personally (including by courier service) or sent by email addressed to the addressee thereof at the following respective addresses:

(a)   if to ClearRisk at:

251 Little Falls Drive
Wilmington, Delaware
19808
Attention: Craig Rowe
Email: craig@clearrisk.com
Phone: 1 (877) 734-7475

(b)   if to Client at:

221 Palafox Place, Suite 420
Pensacola, FL
32502
Attention: County Administrator
Email:
Phone:

Any notice or other document if delivered shall be deemed to have been received by and given to the addressee on the date of delivery, and if given by email shall be deemed to have been received by and given to the addressee on the next Business Day following the day of sending. Any Party may at any time give notice in writing to the others of any change of address for these purposes. In the event of actual or threatened postal interruption in Canada or the United States, no such notice shall be deemed to have been received until it has in fact been received by the Party for whom it is intended.

16.8.   <u>Email Notifications</u>. From time to time, ClearRisk may use a third party application for data submission and such application provides email notifications to Customer related to Customer's input of data into the ClearRisk Service. Customer is responsible for ensuring that Customer's email address is accurate and complete and that such information remains current at all times during the Term. In order to ensure successful delivery of such email notifications, Customer is advised to add [insert the domain name] or such other domains provided by ClearRisk to Customer's safe senders list to prevent email messages from being moved to Customer's junk or spam folder. ClearRisk is not liable for any damages whatsoever caused by or resulting from the unsuccessful delivery of email notifications to Customer as a result of email notifications being directed to spam or junk filters, incorrect email addresses, incorrect email addresses, or other acts or omissions of Customer.

16.9.   Governing Law. This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by and construed in accordance with the laws of the State of Florida and the federal laws of the United States applicable therein, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the laws of any jurisdiction other than the State of Florida to apply and each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of such State. The application of the *United Nations Convention on Contracts for the International Sale of Goods* to this Agreement is expressly excluded and does not apply to this Agreement.

16.10.   Severability. The invalidity or unenforceability of any provision or part of any provision of this Agreement shall not affect the validity or enforceability of any other provision or part thereof, and any such invalid or unenforceable provision or part thereof shall be deemed to be separate, severable and distinct, and no provision or part thereof shall be deemed dependent upon any other provision or part thereof unless expressly provided for herein.

16.11.   Survival.   The respective obligations of the parties which, by their nature, would continue beyond the termination or expiration of this Agreement, including, without limitation, obligations regarding client data, public records, warranties, and indemnification, shall survive any such termination or expiration of the Agreement.

16.12.   Currency. All dollar amounts referred to herein refer to lawful money of the United States of America.

16.13.   Enurement. This Agreement and everything contained herein shall enure to the benefit of and are binding upon each of the Parties hereto and their respective successors and permitted assigns.

16.14.   Entire Agreement. This Agreement, including the schedules attached hereto or terms, agreements or documents referred to herein, is the entire agreement between the Parties made to date regarding the subject matter and supersedes any prior agreements or understandings between the Parties relating to its subject matter. No modification or variation of this Agreement shall be effective unless in writing signed by the Parties.

16.15.   Signature, Counterparts, and Delivery. This Agreement may be signed electronically, including through *DocuSign* and similar applications. This Agreement may be signed in any number of counterparts (including counterparts by scanned or electronic signature) and each counterpart will be deemed an original; taken together, all counterparts will be deemed to constitute one and the same instrument. Delivery of a printed counterpart (whether or not the counterpart was signed electronically) or electronic delivery (including by email transmission or transmission over an electronic signature platform) of an executed counterpart of this Agreement are each as valid, enforceable and binding as if the signatures were upon the same instrument and delivered in person.

16.16.   Employment Eligibility Verification (E-VERIFY).   If applicable, in accordance with §448.095, Florida Statutes, ClearRisk shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If ClearRisk enters into a contract with a subcontractor performing work or providing services on its behalf, ClearRisk shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.   Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

16.17.   Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the Client's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF the signature of a duly authorized director of each of ClearRisk and Client were hereunto affixed in accordance with their rules and regulations in that behalf contained, the day and year first before written.

CLEAR RISK US CORP.		ESCAMBIA COUNTY, FLORIDA
Name: Craig Rowe		Name: Wesley J. Moreno
Title: CEO		Title: County Administrator
March 28th, 2023 Date:		Date:
I have authority to bind the corporation.		BCC Approved: _____

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: _Kristin D. Hual, DCA_

Date: _____03-27-2023_____

Schedule A

FEE SCHEDULE

Annual Subscription Package

ClearRisk Base Package: $45,000*

Includes:
- 2 Administrative Users
- 3 Support Uses
- Online Claim/Incident Submission Web Portal (2 forms)
- 2 System/Service Provider Integrations
- Ongoing Maintenance and User Support
- 50 GB Data Storage

Implementation

Fee waived**

Includes:
- Project Management Services
- Data Migration
- User Training

*This proposal is for a three (3) year contract with two (2) one-year options (3+1+1) to extend the existing terms at Escambia's discretion.
*Reflects a 10% reduction in standard pricing
*All pricing in USD
*Annual subscription increases 5%/year over original contract term:
- Year 1 - $45,000
- Year 2 - $47,250
- Year 3 - $49,622

**Implementation fees waived from standard range of $30,000-$40,000
**Reduction includes customer involvement in case study and testimonial exercise to be discussed

Notes: Professional Services will not commence until year-1 invoice is paid in full.

ClearRisk/Escambia County

ATTN: Mark Bartlett

STATEMENT OF WORK

DATE March 24th, 2023

Introduction

ClearRisk provides software solutions for Claims, Incident and Risk Management to organizations with varying risk environments, complexities and volume. ClearRisk software provides a centralized hub for all risk and insurance data, which enables our customers to implement a streamlined approach to data collection, analysis and reporting.

The overall goal of any risk and insurance program is to reduce costs, automate processes, assess and minimize the frequency and severity of occurrences. ClearRisk allows organizations to identify trends, pinpoint high-risk areas, implement corrective actions and track progress of their program effectiveness while streamlining internal and external workflows.

Risk and claims departments often have many deadlines imposed for documentation with team members typically spending their time filing paperwork, producing claims documents and updating internal and external stakeholders. ClearRisk's cloud-based application eliminates these tedious, administrative tasks by integrating with external platforms and enabling access to multiple users in various locations for effortless data collection and communication.

ClearRisk's application is built on Salesforce.com, the global leader in cloud-computing. Leveraging SFDC's technology allows ClearRisk's customers to benefit in world-class security, uptime and performance.

Objective

Escambia County has identified the need to implement a cloud-based, Claims, Incident and Risk Management System SaaS solution to reduce dependency on in-house services and hardware and include future system upgrades. Escambia County has defined the following objectives, as a first step in defining its specific practice management system needs:

- Reduce the total cost of risk by:
  - reducing the frequency and severity of incidents
  - automating processes required to manage data
  - increasing effectiveness in trend reporting
  - enhancing communication of risk trends
  - other insurance and risk management related information
- The ability to capture coordinates of claims or groups of claims, for analysis using a Geographical Information System (GIS)
- Implement a centralized system that improves data integrity, eliminates duplication, develops analytics and automates reporting
- The main function of the RMIS is to optimize risk through quick analysis of incident, claims and exposure information
- Minimize the number of automated and manual tasks and processes currently in place in order to streamline processing, reduce redundant data entry, and maintain data integrity for Escambia County
- Configurable and stable system with 99% uptime during regular business hours that can accommodate future growth and changes with Escambia County
- Comprehensive and user-friendly for running queries, reporting and outcome analysis capabilities that can be individually tailored
- Provide information in real time, minimize steps involved in processing, increase efficiency, reduce repetition, automate processes, integrate systems for data flow, and provide information and status reports to Escambia County
- During the implementation or after completion of the RMIS implementation project, if the ability to integrate with other systems or additional users are required, these items can be scoped with ClearRisk for an additional cost

ClearRisk envisions a completely streamlined environment for Escambia County. held within one centralized, fully integrated cloud-based platform that eliminates manual, tedious process and workflow and enhances collaboration and cohesiveness for Escambia County.

Product Development

Data Templates - Migration

ClearRisk provides Excel templates for all types of data that can be migrated into their system, where the template columns are made up of fields from the various modules. The first step in the migration process is the customer populating these templates with the data required for migration. Data must be filled according to the definitions and parameters (per column) which will be provided by ClearRisk.

ClearRisk will be available to answer questions about the templates and validate sample & final data inserted into the templates. Once ClearRisk validates the template data has been filled correctly, final data transmission & migration will be scheduled between both parties.

Feature Requests

The ClearRisk product team continuously reviews the product, feedback given, and trends in the Risk & Insurance industry to improve the way our customers use the product. A channel our customers can use to communicate these suggestions and current challenges are feature requests. The ClearRisk product team will intake these requests and evaluate them periodically. While the result of the request may not be immediate implementation of the item(s) in question, the product team will always log these items for future considerations.

The result of these requests may also be the explanation of solutions that already exist in the system. In that case explanations can be given with training or through ClearRisk's support system.

During implementation, items outside of the SOW can be proposed as feature requests, where a separate SOW may be created depending on requirements and feasibility. The analysis & communication of feature requests would be facilitated through ClearRisk's customer success team (i.e your customer success manager) & possibly ClearRisk's product team. Feature requests will not be considered part of the implementation project and will not be considered a

prerequisite for the completion of any project deliverable (i.e deliverables are based on the standardized ClearRisk platform).

Improvements to Current Functionality

The ClearRisk platform may undergo changes to current functionality as part of the product roadmap, or feature requests submitted to the product team. These changes will ultimately result in cosmetic improvements, streamlining of functionality, and expanding of functionality offered. Examples of possible improvements are below:

- Changing of field names
- Addition of help text to fields
- Remodeling page layouts to better display record information
- Remodeling related list views to better display information related to a record
- Changing order of fields on record pages

These changes will be communicated to ClearRisk customers via release notes.

Additional Functionality

As ClearRisk is a continuously improving product, new features and functionality may become available to customers. In the event customers do not want these additions to be accessible, they may be hidden at the request of the customer (if deemed possible by ClearRisk). Examples of possible additions are below:

- New fields appearing on record pages for existing modules (formulaic, read-only, free text, pick-list, lookups, etc)
- New options appearing on existing pick-list fields
- New modules
- New related list options on existing record pages
- Reporting options and new canned reports appearing on the ClearRisk base package
- New workflows, buttons, & processes

These changes will be communicated to ClearRisk customers via release notes.

Project Controls

Meeting Agendas

Meetings will occur for the duration of the project, with runtime and cadence decided upon by both parties (typically, the meetings are milestone/per-deliverable centric). An agenda will be used for each meeting to provide project updates and display the discussion points. The result of the meeting may be takeaways for both the customer and ClearRisk.

Outstanding Items Log

If required, throughout the project a working document will be kept outlining questions, concerns, or requests pertaining to data, workflows, and the ClearRisk platform. This will come in the form of an Excel spreadsheet containing two sheets:

1. List of ongoing/pending items
2. List of completed/answered items

This document will flow back and forth between both project teams, but ultimately would be maintained by ClearRisk.

Data Validation

During data migration, records relating to each module will be selected to validate information that has successfully transitioned to the ClearRisk instance as per the data templates.. ClearRisk & Escambia County will individually validate the selected records. Any discrepancies will be included in the outstanding items log and their status will be discussed during project meetings.

Record Count Reports

As part of the data migration, customers will be required to confirm the amount of data (i.e amount of individual records in ClearRisk) have been properly migrated according to the data template completed before final migration. The data will be available in one of two methods:

1. A batch of "success files" (where success files are defined as an Excel file containing a list of records successfully uploaded to ClearRisk) will be supplied to the customer via SFTP.

2. A list of generic record count records will be created within the customer's ClearRisk instance and will be made available. These reports will contain the amount of records updated, as well as all required details about each record. This will be created on a per module basis (Claims, Transactions, Assets, Policies, etc)

In the event of discrepancy between data population and the data template information provided, both project teams will work in conjunction to correct any issues.

User Acceptance Testing (Application)

Before the data migration (which completion of would signify Go-Live milestone has been reached) Escambia County user(s) (can be a single user or many) will be required to carry out user acceptance testing (UAT) on their ClearRisk instance. UAT is comprised of multiple lists of tasks related to the following sections:

-   Module Checklist (Mandatory)
-   Functionality Checklist (Mandatory)

- Webform Checklist (Only applicable if webform implementation is a part of the project)

This will be a list of tasks to verify and sign off on the various objectives of the data migration to ClearRisk. The user(s) will be required to sign off and date items that they deem complete, as well as note items that have not been completed, items that need fixing/reupload, and other items which would prevent the completion of the migration.

Once completed (including items deemed not completed) the Escambia County users will send the document back to the ClearRisk project team for review. ClearRisk will speak to each item and either rectify the issue, or give explanation as to why the item is complete vs. not complete.

ClearRisk highly encourages the Escambia County users to be detailed with their analysis, responses, and explanations during this process as it directly impacts the project schedule, and the users ability to get the most value out of ClearRisk.

User acceptance testing (UAT) will not cover items outside of project scope, or items being further scoped during/post project.

Go-Live Milestone

ClearRisk and the customer will agree upon a "Go-Live Date", which is defined as the date the customer will be fully using ClearRisk for their intended workflow. This may include a period of downtime for the customer if final data migration is required. If there are outstanding development or implementation items, ClearRisk and the customer will agree upon a revised date if deemed necessary (i.e these items do not impede the customers ability to use ClearRisk).

User Acceptance Testing (Data Migration)

Once final data migration has been completed, Escambia County ClearRisk user(s) (can be a single user or many) will complete the "Data Migration" section of the user acceptance testing document. This will be a list of tasks to verify and sign off on the various objectives of the data migration to ClearRisk. The user(s) will be required to sign off and date items that they deem complete, as well as note items that have not been completed, items that need fixing/reupload, and other items which would prevent the completion of the migration.

Once completed (including items deemed not completed) the Escambia County users will send the document back to the ClearRisk project team for review. ClearRisk will speak to each item and either rectify the issue, or give explanation as to why the item is complete vs. not complete.

ClearRisk highly encourages the Escambia County users to be detailed with their analysis, responses, and explanations during this process as it directly impacts the project schedule, and the users ability to get the most value out of ClearRisk.

User acceptance testing (UAT) will not cover items outside of project scope, or items being further scoped during/post project.

Scope of Work

ClearRisk is providing Escambia County with access to the ClearRisk Claims, Incident and Risk Management system built on the Salesforce platform. This cloud-based application provides Escambia County the ability to manage and track data related to its risk and insurance program.. Below are the modules provided and the scope of work:

Phase 1:

- Data Migration
- Webform Configuration (2 Forms)
- Standard ClearRisk Package Deployment

Data Migration

ClearRisk will be migrating several datasets as part of this SOW. See breakdown, assumptions, and done criteria per item below:

Claims Data

Assumptions:

1. Claims/Incidents migration data will be provided to ClearRisk via Data Templates (to be provided by ClearRisk to Escambia County). Any columns/fields that Escambia wishes to track that are not already present in the template must be raised with the ClearRisk team and their potential inclusion will be evaluated
2. The data to be migrated will not include claims handled by FLC/FMIT or PGIT. Those data sets will enter the ClearRisk system via the "FLC Integration' and 'PGIT Integration' deliverables.
3. Notes & Files migration will not be a part of this deliverable
4. Data will be massaged & uploaded to the ClearRisk system according to ClearRisk best practices.
5. Data may undergo change in structure & naming convention per-column/field to fit the ClearRisk system.
6. Non-Incidents (i.e true claims) will be broadly classified via Record Type as Automobile, Liability, Property, and Workers Compensation.
7. Claimants, Employees, Witnesses, or any other involved persons to claims will be mapped/uploaded under the Involved Persons and Contacts module.
8. Third party organizations relative to claims will be mapped/uploaded under the Involved Organizations and Organizations modules.
9. If individual transactions are not provided to ClearRisk the totals will be uploaded as individual transactions per category/claim.

10. Involved assets to claims (i.e properties/vehicles/equipment whether it be company or third party) will be mapped/uploaded under the Involved Assets and Assets modules.
11. If Claim data contains relational data to other modules (policies, departments, contacts, organizations, assets, etc), ClearRisk will match data to records within modules. In the event an exact match does not exist records will be created to show this data. Escambia County will have the ability to modify this data once migrated.

Done Criteria:

1. All data in the provided Data Templates (with the exception of columns/fields additions requested to ClearRisk that are either pending or not approved) now lives in the ClearRisk system.
2. ClearRisk users are able to search for all claims in the ClearRisk system via list views, global search, or reporting.
3. Data review meeting(s) between both project teams has been completed.

Incident Data

Assumptions:

1. Claims/Incidents migration data will be provided to ClearRisk via Data Templates (to be provided by ClearRisk to Escambia County). Any columns/fields that Escambia wishes to track that are not already present in the template must be raised with the ClearRisk team and their potential inclusion will be evaluated
2. The data to be migrated will not include claims handled by FLC/FMIT or PGIT. Those data sets will enter the ClearRisk system via the "FLC Integration' and 'PGIT Integration' deliverables.
3. The data to be migrated includes Incident Data hosted in the SolarWinds system
4. Notes & Files migration will not be a part of this deliverable
5. Data will be massaged & uploaded to the ClearRisk system according to ClearRisk best practices.

6. Data may undergo change in structure & naming convention per-column/field to fit the ClearRisk system.
7. Claimants, Employees, Witnesses, or any other involved persons to claims will be mapped/uploaded under the Involved Persons and Contacts module.
8. Third party organizations relative to claims will be mapped/uploaded under the Involved Organizations and Organizations modules.
9. Involved assets to claims (i.e properties/vehicles/equipment whether it be company or third party) will be mapped/uploaded under the Involved Assets and Assets modules.
10. If Incident data contains relational data to other modules (policies, departments, contacts, organizations, assets, etc), ClearRisk will match data to records within modules. In the event an exact match does not exist records will be created to show this data. Escambia County will have the ability to modify this data once migrated.

Done Criteria:

1. All data in the provided Data Templates (with the exception of columns/fields additions requested to ClearRisk that are either pending or not approved) now lives in the ClearRisk system.
2. ClearRisk users are able to search for all incidents in the ClearRisk system via list views, global search, or reporting.
3. Data review meeting(s) between both project teams has been completed.

Policy Data

Assumptions:

1. Policy migration data will be provided to ClearRisk via Data Templates (to be provided by ClearRisk to Escambia County). Any columns/fields that Escambia wishes to track that are not already present in the template must be raised with the ClearRisk team and their potential inclusion will be evaluated

2. Data will be massaged & uploaded to the ClearRisk system according to ClearRisk best practices.
3. Data may undergo change in structure & naming convention per-column/field to fit the ClearRisk system.
4. Policies will be uploaded to the Policy module, and individual coverages within a policy will be uploaded to the Policy Section module.
5. Insurance Programs will be uploaded to the Program module, where policies will be linked via the Program field.
6. If policy data contains relational data to other modules (departments, contacts, organizations, assets, etc), ClearRisk will match data to records within modules. In the event an exact match does not exist records will be created to show this data. Escambia County will have the ability to modify this data once migrated.

Done Criteria:

1. All provided policy data (with the exception of columns/fields additions requested to ClearRisk that are either pending or not approved) now lives in the ClearRisk system.
2. Data review meeting(s) between both project teams has been completed.

Asset (SOV) Data

Assumptions:

1. Asset (SOV) migration data will be provided to ClearRisk via Data Templates (to be provided by ClearRisk to Escambia County). Any columns/fields that Escambia wishes to track that are not already present in the template must be raised with the ClearRisk team and their potential inclusion will be evaluated
2. Asset data to be inserted into ClearRisk data templates will include Properties, Buildings, Equipment, and Vehicles.
3. Data will be massaged & uploaded to the ClearRisk system according to ClearRisk best practices.

4. Data may undergo change in structure & naming convention per-column/field to fit the ClearRisk system.
5. Properties (defined as locations that contain multiple insured buildings spanning multiple addresses) will be uploaded to the Assets module with a record type of 'Property'
6. Buildings will be uploaded to the Assets module with a record type of 'Building'. If there is a link per-build to property/location (in the provided final migration data) that link will be visible in ClearRisk via the Parent Asset field.
7. COPE characteristics per-building will be uploaded as 'COPE' records under the COPE module in ClearRisk and linked to the respective building.
8. As long as the link between an asset and it's insurance program is shown on the provided final data templates, this link will be visible in ClearRisk on the Property/Location level.
9. Notes will be uploaded to their respective claims in the 'Notes' submodule which is accessible on all primary ClearRisk modules.

Done Criteria:

1. All provided Asset data (with the exception of columns/fields additions requested to ClearRisk that are either pending or not approved) now lives in the ClearRisk system.
2. Data review meeting(s) between both project teams has been completed.

Department Hierarchy Data

Assumptions:

1. Department hierarchy data provided is up-to-date & reflects the whole organization & reporting (cost-center) structure
2. Department hierarchy migration data will be provided to ClearRisk via Data Templates (to be provided by ClearRisk to Escambia County). Any columns/fields that Escambia wishes to track that are not already present in the template must be raised with the ClearRisk team and their potential inclusion will be evaluated

3. The structure and amount of 'Departments' to be inserted into the ClearRisk system will be according to the 'Escambia County organizational-chart.pdf' document (single page).
4. Data will be massaged & uploaded to the ClearRisk system according to ClearRisk best practices.
5. Data may undergo change in structure & naming convention per-column/field to fit the ClearRisk system.

Done Criteria:
1. All data in the provided Data Templates (with the exception of columns/fields additions requested to ClearRisk that are either pending or not approved) now lives in the ClearRisk system.
2. ClearRisk users are able to visit a 'Department' record and see the immediate entity above (parent - singular) and entities below (child - may be multiple)
3. Data review meeting(s) between both project teams has been completed.

Data Migration - General Assumptions

See the following general assumptions below regarding data migration:

1. All data provided to ClearRisk must be within ClearRisk's data template (which will be provided to the customer upon signing of the SOW). Data will be entered according to the requirements of the data templates.
2. Notes & Files migration will not be a part of this deliverable
3. Samples (defined as a small subset of records populated on ClearRisk's data templates) and full data must be provided to ClearRisk on or prior to their due dates (due dates will be provided by ClearRisk to Escambia County upon project kick-off)
4. Datasets outside of the SOW will be scoped for a separate project or an amendment to the current project (decision will be at ClearRisk's discretion).
5. Data must be aggregated to a single templated sheet on a per module basis (for example, all claims regardless of type must be submitted on a

single claims data template sheet, all policy data must be submitted on a single policy data template sheet).

6. ClearRisk will be available to answer questions about data templates and filling data templates.
7. ClearRisk will provide a data dictionary with the data templates that contains all picklist options, field limits, formats, and relationships to other modules.
8. Samples & Final Data will be provided to ClearRisk through a secure channel.

ClearRisk provides data templates for customers during the scoping process. These templates are the method for ClearRisk to migrate customer data. Customers will populate data into these templates and send back to ClearRisk through a ClearRisk-supplied secure channel.

If utilizing templates is not feasible*, the following are assumptions about data migration as part of a ClearRisk implementation project.

- Sample data can be provided for initial analysis/mapping to the ClearRisk platform.
- Data will be provided in a consistent & acceptable format (Excel file or CSV is preferred).
- All fields, pick-list options, data relations (between tables, sheets, etc), formats, limits, and formulas must be clearly defined for ClearRisk prior to sending sample data.
- Data on a per module basis will require consolidation into single sheets for upload (for example, all claims regardless of type must be submitted on a single claims sheet, all policy data must be submitted on a single policy sheet).
- Datasets outside of the SOW will be scoped for a separate project or an amendment to the current project (decision will be at ClearRisk's discretion).
- Samples (defined as a small subset of records populated on ClearRisk's data templates) and full data must be provided to ClearRisk on or prior to

their due dates (due dates will be provided by ClearRisk to Escambia County upon project kick-off)
- The client will be available to answer questions regarding data analysis and mapping.
- Files/Attachments will be provided according to ClearRisk's requirements (see section *Files and Attachments*)
- Any fields or pick-list options (and their accompanying selections/options) that do not have a direct match to the ClearRisk system will be provided to Escambia County who will then give clear definitions of the fields/options respectively. These fields will go through our feature request process (see section '*Feature Requests*').
- Project scope & schedule will be finalized based on data manipulation/migration requirements

This process is considered outside ClearRisk's base data migration and would have to be further scoped before providing an estimate.

Files and Attachments

Files relating to claims captured in your previous system can be scoped for migration to ClearRisk. To do so, files/attachments provided by the Escambia County must meet the following criteria:

- Files must be stored in an electronic format (e.g. pdf, jpeg, docx, etc.)
- File names must contain corresponding claim/record number in a consistent manner (pre-fixed to the file name)
- Files must be transferred to ClearRisk through a secure transfer method, such as SFTP in bulk.

Webform Implementation

ClearRisk offers two (2) standardized web forms:

- Claims/Incidents Intake Form (External/General Public)
- Claim/Incidents Intake Form (Incident Intake - Internal)

Claim/Incidents Intake Form (External/General Public)

Assumptions:

1. This form will be used to intake claims from the general public.
2. This form will be accessible via Escambia County's website under the claims section. ClearRisk will provide the URL to the Escambia County IT team who will host the URL via hyperlink (or other method of choice).
3. Any submission made on this form will generate a record in the ClearRisk system.
4. The form submitter and Escambia County's risk management general inbox will receive submission confirmation (HTML formatted email notification) when the submission is made.
5. Claim/Incident records generated in ClearRisk via form submission will have a record type label of "Incident" or "Liability" (The Escambia County team can choose).
6. Fields & sections available on this webform will be based on the available fields & sections in the ClearRisk system (Claims module and related modules)
7. Claims/Incidents will be evaluated by the Escambia County risk team prior to notifying TPA or other third parties.
8. A digital disclaimer and acknowledgement checkbox will be used instead of a signature - this will be mandatory for submission.
9. Form created will be based on (but not an exact copy of) the 'GL CLAIM FORM.pdf' sample provided to ClearRisk.

Done Criteria:

1. Form is accessible via Escambia County's website
2. Both ClearRisk & Escambia County have tested the form & found no outstanding bugs.

3. Form contains up to date branding (logo, color scheme, etc).
4. Submission confirmations are being sent to the general risk management inbox and form submitter
5. On submission Claim records are being generated in ClearRisk.

*Any services required above this level or changes beyond the above assumptions and done criteria may be subject to additional scoping & professional service requirements

Claim/Incidents Intake Form (Incident Intake - Internal)

Assumptions:

1. This form will be used to intake internal incidents from county employees, supervisors, and managers.
2. ClearRisk will provide the form URL to the Escambia County team, who will decide how to distribute the form internally.
3. Any submission made on this form will generate a record in the ClearRisk system.
4. The form submitter and the County's risk management general inbox will receive submission confirmation (HTML formatted email notification) when the submission is made.
5. Claim/Incident records generated in ClearRisk via form submission will have a record type label of "Incident".
6. Fields & sections available on this webform will be based on the available fields & sections in the ClearRisk system (Claims module and related modules)
7. Form created will be based on (but not an exact copy of) the 'Supervisor Accident Report' sample provided to ClearRisk.
8. A digital disclaimer and acknowledgement checkbox will be used instead of a signature - this will be mandatory for submission.

9. Supervisor's will be completing this form, meaning fields from the 'Supervisor Accident Report' document provided to ClearRisk will be incorporated along with ClearRisk's typical internal incident report fields.

10. Replication of the 'NOI – BCC' (FROI) form provided to ClearRisk will not be a part of this deliverable. While ClearRisk can collect the majority of the information that would live in the provided form, inputting that information into the NOI – BCC form must be completed by Escambia County staff.

Done Criteria:

1. Form is accessible internally to Escambia staff
2. Both ClearRisk & Escambia County have tested the form & found no outstanding bugs.
3. Form contains up to date branding (logo, color scheme, etc).
4. Submission confirmations are being sent to the general risk management inbox and form submitter
5. On submission Claim records are being generated in ClearRisk.

*Any services required above this level or changes beyond the above assumptions and done criteria may be subject to additional scoping & professional service requirements

Form Configuration

ClearRisk offers configurable web forms that can be altered to fit customers' marketing & accessibility requirements. These configurations can be proposed during the implementation. The items defined as configurable (can be changed, deleted, added) are as follows:

● Form branding (color scheme and logo)

- Help Text (supplemental text that describes a field or section's purpose or intended input format)
- Font size, type, and color
- Field deletion/condensing from standardized version of form.
- Notifications - HTML formatted notifications per submission can be sent to static email addresses, the form submitter, and other emails to be input by the submitter.

All webforms created by ClearRisk will be based on the standard field set available in the ClearRisk system. All requests or modifications to the fields of the webform(s) will need to align with existing fields in the system (i.e the request for an additional field or remapping of a field must correspond with a field that is available in ClearRisk's respective module) - otherwise these requests will be submitted via ClearRisk's Feature Request process (these requested fields will not be mandatory for deliverable/task completion unless approved by ClearRisk - see section *Feature Request* above).

ClearRisk will provide a single window (as part of the project schedule - full schedule will be provided during project kick-off) for feedback to be provided on standardized forms before go-live. During this window revisions can be requested to ClearRisk. Requests made after the window mentioned will be handled post go-live, post-implementation, or via support cases with ClearRisk's support team.

Each webform will go through a large, single iteration (change) cycle before being considered complete. ClearRisk will provide the customer with the base-level form with the expectation that the customer review the form in-depth and provide a final list of requested configuration changes (Based on the available options above) in a single document (ClearRisk will provide a template for the customer to fill and provide back). Appropriate time (in weeks) will be allotted for the review and submission of requests to ClearRisk. ClearRisk will implement, seek clarification on, or reject configuration changes on a per-item basis once the final changes have been submitted. Items requested outside of this window will be considered after the implementation has concluded via support cases.

Standard ClearRisk Package Deployment

The standard ClearRisk package deployment will include functionalities outlined below.

Occurrence/Event Management

The standard ClearRisk Events module will be implemented, which includes the following functionality:

- Relate multiple Claims/Incidents to event

Insurance Claims/Incidents

The standard ClearRisk Claims/Incident module will be implemented, which includes the following functionality:

- Logging Incident/Claim information
- Logging and tracking litigation information
- Root Cause Analysis (Cause/Event Type/Incident Type/Incident Sub-Type)
- Follow-up and Correction actions (Incidents Only)
- Add Involved Person(s) information (Information driven from Contacts module)
- Add Involved Organization(s) information (Information driven from Organizations module)
- Add Involved Asset(s) information
- Add Financials (Reserves, Payments, Recoveries) and sub categorize by transaction owner and transaction type.
- Scheduled notifications to assigned users

Contacts & Employees

The standard ClearRisk Contacts module will be implemented. Both Employees and "Standard" contacts (Adjusters, Lawyers, Claimants, Witnesses, and any other third parties or required individuals) will be housed within this module.

Departments (Organizational Hierarchy)

The standard ClearRisk Departments module will be implemented. Multi-tiered and branching organizational charts can be mapped within this module.

If it can be provided in an acceptable format, ClearRisk can scope the migration of all required department/hierarchy information to ClearRisk.

Organizations

The standard ClearRisk Organizations module will be implemented. Which can house companies, members, groups, and other forms of organizations.

If it can be provided in an acceptable format, ClearRisk can scope the migration of all required organizations information to ClearRisk.

Assets/COPE

The standard ClearRisk Assets module will be implemented. This module is divided into five subsections:

- Properties
- Buildings
- Vehicles
- Equipment
- Mobile Equipment

On a per building basis, ClearRisk users can log Construction, Occupancy, Protection and Exposure (COPE) information.

Policies

The standard ClearRisk Policies module will be implemented. Functionality will include the following:

- Create individual Policy Sections within Policy records
- Log policy subscriber (including share and commission percent) information
- Claims analysis per policy (Total Incurred, Reserved, Paid, Recovered, and Aggregate Remaining)
- Link individual policies to insurance programs
- View policy erosion in real time.

Insurance Programs

The standard Insurance Programs module will be implemented, which includes the following functionality:

- Aggregating of deductibles, premiums and limits from all attached policies
- Claim analysis per program (Total Incurred, Reserved, Paid, Recovered, and Aggregate Remaining)

Certificates of Insurance

The standard ClearRisk Certificate of Insurance (called "Certificates") module will be implemented, which includes the following functionality:

- Ability to create individual coverages per certificate
- Standard notifications for 60/30/0 days to expiration
- Linkage to Contracts

Contracts

The standard ClearRisk Contracts module will be implemented, which contains the following functionality:

- Contract owner expiration notice (toggle)

Reports & Dashboards

ClearRisk's standard suite of reports will be available to all users, with admin users having the ability to create their own reports & dashboards.

Time Collection (Adjuster & Billable Hours)

ClearRisk's standard "Billable Hours" functionality will be implemented in the Claims/Incidents module. This allows the following functionality

- Time tracking for individual's tasks when working a claim (i.e outreach to customer, collecting/providing documentation, travel)

- Reporting on time/personal used per claim (ClearRisk Reporting/Dashboards)
- Setting org-wide default per km/hour.

Misc. Features
- Ability to add Tasks, Notes, Files to Records

FLC/FMIT (Workers Compensation Claims)

FLC/FMIT is the system of record for Escambia County's Workers Compensation Claims. The goal of this deliverable is to have WC Claims information from the FLC/FMIT system up-to-date and available in ClearRisk for review and reporting purposes. This will be made possible via FLC/FMIT pushing data regularly to the ClearRisk system.

Assumptions:
1. FLC/FMIT is willing and able to provide regular data (on a daily, weekly, monthly, or quarterly basis) to an SFTP configured and maintained by ClearRisk.
2. Data will be provided to ClearRisk in CSV UTF-8 formatting with all information contained on a single sheet/file.
3. Data samples will be provided to ClearRisk on an ASAP basis once the SOW is signed.
4. ClearRisk will set up an SFTP site that will be the repository for data intake
5. As data may be labeled differently in third party systems, data samples & data dictionaries must be provided to ClearRisk for analysis. Once all clarifications are received a final integration map will be documented for sign-off. The integration map will display how data from third party systems will be displayed in ClearRisk's system.

6. Integration map will be configured on a best-fit basis to ClearRisk's various modules.
7. Both FLC/FMIT and Escambia County will be available as required to promptly answer questions and troubleshoot items leading up to the completion of the integration.
8. Once the integration is 'live' (i.e functional and automatically intaking FLC/FMIT data and uploading to ClearRisk) the format of the data provided by FLC/FMIT to ClearRisk will not change in the future.
9. A unique identifier for employees (to ensure employees with the same name are not potentially mixed up) is available in the FLC/FMIT data
10. The hierarchy information (i.e Department, Division, business unit, etc) in the FLC/FMIT system directly reflect the Escambia County org hierarchy meaning there will not be a need for translation of departments/division labels between systems.
11. The scope of this integration will not include files/attachments related to the workers compensation claims
12. Data feed will be based on a single sheet Loss-Run format CSV

Done Criteria:
1. Both ClearRisk, Escambia County, and FLC/FMIT have concluded testing with no outstanding bugs.
2. Workers Compensation claims data is regularly uploaded (cadence is based on Escambia County's requirements) from FLC/FMIT to ClearRisk via SFTP based on the integration data map.
3. Escambia County is able to run reports on their WC claims data in ClearRisk.

*ClearRisk is providing 25 hours for this system integration. Any services required above this level or changes beyond the above assumptions and done criteria may be subject to additional scoping & professional service requirements

PGIT (Auto & Auto Liability Claims) Integrations

PGIT is the system of record for Escambia County's Auto & Auto Liability Claims. The goal of this deliverable is to have Auto & Auto Liability Claims information from the ICE system up-to-date and available in ClearRisk for review and reporting purposes. This will be made possible via PGIT pushing data regularly to the ClearRisk system.

Assumptions:
1. PGIT is willing and able to provide regular data (on a daily, weekly, monthly, or quarterly basis) to an SFTP configured and maintained by ClearRisk.
2. Data will be provided to ClearRisk in CSV UTF-8 formatting with all information contained on a single sheet/file.
3. Data samples will be provided to ClearRisk on an ASAP basis once the SOW is signed.
4. ClearRisk will set up an SFTP site that will be the repository for data intake
5. As data may be labeled differently in third party systems, data samples & data dictionaries must be provided to ClearRisk for analysis. Once all clarifications are received a final integration map will be documented for sign-off. The integration map will display how data from third party systems will be displayed in ClearRisk's system.
6. Integration map will be configured on a best-fit basis to ClearRisk's various modules.
7. Both PGIT and Escambia County will be available as required to promptly answer questions and troubleshoot items leading up to the completion of the integration.

8. Once the integration is 'live' (i.e functional and automatically intaking PGIT data and uploading to ClearRisk) the format of the data provided by PGIT to ClearRisk will not change in the future.

9. A unique identifier for employees (to ensure employees with the same name are not potentially mixed up) is available in the PGIT data

10. The hierarchy information (i.e Department, Division, business unit, etc) in the PGIT system directly reflect the Escambia County org hierarchy meaning there will not be a need for translation of departments/division labels between systems.

11. The scope of this integration will not include files/attachments related to claims

12. Data feed will be based on a single sheet Loss-Run format CSV

Done Criteria:

1. Both ClearRisk, Escambia County, and PGIT have concluded testing with no outstanding bugs.

2. Workers Compensation claims data is regularly uploaded (cadence is based on Escambia County's requirements) from PGIT to ClearRisk via SFTP based on the integration data map.

3. Escambia County is able to run reports on their Auto & Auto Liability claims data in ClearRisk.

*ClearRisk is providing 25 hours for this system integration. Any services required above this level or changes beyond the above assumptions and done criteria may be subject to additional scoping & professional service requirements

UKG Integration (Employee Data)

UKG is the system of record for Escambia County's Employee information. The goal of this deliverable is to have Employee information from the UKG system

up-to-date and available in ClearRisk for review and reporting purposes. This will be made possible via UKG pushing data regularly to the ClearRisk system.

Assumptions:
1. UKG/Escambia County team is willing and able to provide regular data (on a daily, weekly, monthly, or quarterly basis) to an SFTP configured and maintained by ClearRisk.
2. Data will be provided to ClearRisk in CSV UTF-8 formatting with all information contained on a single sheet/file.
3. Data samples will be provided to ClearRisk on an ASAP basis once the SOW is signed.
4. ClearRisk will set up an SFTP site that will be the repository for data intake
5. As data may be labeled differently in third party systems, data samples & data dictionaries must be provided to ClearRisk for analysis. Once all clarifications are received a final integration map will be documented for sign-off. The integration map will display how data from third party systems will be displayed in ClearRisk's system.
6. Integration map will be configured on a best-fit basis to ClearRisk's various modules.
7. Escambia County will be available as required to promptly answer questions and troubleshoot items leading up to the completion of the integration.
8. Once the integration is 'live' (i.e functional and automatically intaking UKG data and uploading to ClearRisk) the format of the data provided by UKG to ClearRisk will not change in the future.
9. A unique identifier for employees (to ensure employees with the same name are not potentially mixed up) is available in the UKG data
10. The hierarchy information (i.e Department, Division, business unit, etc) in the UKG system directly reflect the Escambia County org hierarchy

meaning there will not be a need for translation of departments/division labels between systems.

11. The scope of this integration will not include files/attachments related to the workers compensation claims
12. Data feed will be based on a single sheet employee list CSV

Done Criteria:

1. Both ClearRisk, Escambia County, and UKG have concluded testing with no outstanding bugs.
2. Employee data is regularly uploaded (cadence is based on Escambia County's requirements) from UKG to ClearRisk via SFTP based on the integration data map.
3. Escambia County is able to run reports on their Employees in ClearRisk.

*ClearRisk is providing 25 hours for this system integration. Any services required above this level or changes beyond the above assumptions and done criteria may be subject to additional scoping & professional service requirements

Go-Live Signoff

In the weeks leading up to the milestone, Escambia County will be required to confirm their acceptance for the project to move into the Go-Live phase. This means the acceptance (unless other circumstances prevent acceptance and both parties agree to move forward) of the scheduled items prior to the Go-Live milestone. This includes the successful implementation of standard ClearRisk packages, and the successful population of data to ClearRisk's migration templates..

Account Overview

Implementation

Escambia County's account implementation commences once ClearRisk receives the executed contract and invoice payment. A project kickoff session is scheduled between ClearRisk and Escambia County before the commencement of the implementation. Implementations with a similar scope tend to run 16* weeks, but may vary based on the following criteria:

- Complexity in data that results in increased massage and upload times
- Errors/incompatibility between data populated in templates and guidelines set out by ClearRisk
- Delivery of completed data templates according to SOW timeline requirements
- Customer responsiveness to questions on data templates, functionality, form edits, and workflow requirements
- Complexity of workflow requirements (users, webform, system integrations, etc.)

Within 2 weeks of the scope of work being signed, ClearRisk will provide the Escambia County project team with a project start date and proposed schedule of work.

User Training

During the implementation kickoff, Escambia County will be introduced to its project team and provided all contact details. This team will be made up of experienced ClearRisk specialists who have implemented over 100 organizations. They bring a wealth of knowledge to the implementation and will be providing suggestions based on lessons taken from current customers.

Admin Users

- Escambia County admin users will be provided with a series of (4) interactive, web-based training sessions throughout the implementation phase and one Success Session to address any questions, suggestions and assistance on the use of ClearRisk

- All these sessions are hosted online and recorded for future reference. Each session will be scheduled for 1 hour depending on the need of the user(s)
- The ClearRisk project team is responsible for monitoring progress and ensuring success and is readily available for any questions or concerns that arise

Delegate Users

- Delegate users will be granted access to:
  - Create/edit/delete all records, list views, tasks, notes and files.
  - Run reports and dashboards (cannot create/edit)

Storage Allocation

Initial storage provided within Escambia County account:

Data Storage (text records such as claims and properties)

- 10.7 GB text data (space for ≈ 5,500,000 claim records, for example.)
  - Additional text data storage can be added at any time for an additional cost

File Storage (allocation for file attachments such as pictures, PDF, etc.)
- 40 GB file storage
- This storage represents notes and file attachments stored within ClearRisk
  - Additional file data storage can be added at any time for an additional cost

Ongoing Support, & Maintenance

After implementation, Escambia County will continue to be supported by the ClearRisk support team in respect of any need for technical support, additional training or maintenance reasonably forming part of the implementation.

Escambia County can contact the support team at any point in time through our support email, support@clearrisk.com. Support tickets will be created, and updates on the ticket will be provided through call or email.

The role of the ClearRisk Support team includes:

- Point of contact for all support related matters including:
  - User issues and generic questions

- Administering all changes/updates to Admin user licenses, including:
  - Adding/Editing/Deleting Admin* users
  - Editing new and current Admin users: user restrictions, employee transition/turnover, etc.
  - This function is included in Escambia County's annual subscription

Releases & Upgrades

Releases and upgrades will come in two forms. Automated, behind the scenes upgrades (i.e. push) where changes will be pushed to Escambia County's account without any intervention required. This is consistent with the majority of web applications where changes are happening behind the scenes without the user being aware. The updates will include things like security and performance fixes. However, release notes will be offered highlighting any significant or notable changes and, as much as possible, we will try to make Escambia County aware of those well in advance.

Requested upgrades (i.e. pull) where the Escambia County will request to have an upgrade for things like a bug fix or new functionality. Depending on the situation, there may be a fee corresponding to additional functionality or customization, however in most cases upgrades of this type will continue to be covered as part of the ClearRisk contract. Our objective is to continue to build and enhance the functionality of the ClearRisk product using the feedback from our customers and others and release it to all in a timely manner as part of our subscription contracts.

Email Notifications

From time to time, ClearRisk may use a third party application for data submission and such application provides email notifications to Escambia County related to Escambia County's input of data into the ClearRisk Service. Escambia County is responsible for ensuring that Escambia County's email address is accurate and complete and that such information remains current at all times during the Term. ClearRisk is not liable for any damages whatsoever caused by or resulting from the unsuccessful delivery of email notifications to Escambia County as a result of email notifications being directed to spam or junk filters, incorrect email addresses, incorrect email addresses, or other acts or omissions of Escambia County.

Period of Performance

Initial contract term is 3 years. Escambia County will be billed on an annual basis on the anniversary of the signed contract date. The implementation period of 16* weeks is included in the 3-year contract.

Location of Performance

ClearRisk performs all ongoing implementation and ongoing user support from its headquarters in St. John's, NL. All communication is held via phone, email, teleconference or web conference. If in-person meetings are required, ClearRisk will prepare a fee package for client approval. Escambia County will be responsible for any and all fees associated with providing support outside of which has been negotiated in our mutual agreement.