

Office Use Only
MASTER CONTRACT NUMBER:
C2024-0089

SERVICES CONTRACT

THIS CONTRACT made and entered into by and between the City of Branson, Missouri (the “City”) and **Cody Computer Systems, Inc.** (“Contractor”).

Witnesseth That:

WHEREAS, the City of Branson desires to engage the Contractor to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

- 1. Scope of Work.** The City agrees to engage the work of the Contractor and the Contractor agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.
- 2. Addition to Work.** The City and the Contractor may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Contractor.
- 3. Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
- 4. Payment for Labor and Materials.** The Contractor agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the work required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
- 5. Term.** The work of the Contractor shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by **December 31, 2024**.

- 6. Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Contractor providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Contractor shall notify the City if Contractor anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Contractor shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. Payment.

- A. Conditioned upon acceptable performance.** The City agrees to pay the Contractor in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Contractor for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.
- B. Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Fifty-Three Thousand Four Hundred Eighty Six Dollars And Twenty-One Cents (\$53,486.21)**, all of which is dependent upon budget appropriations.
- 8. Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including in the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
- 9. Compliance with Applicable Laws.** The Contractor warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

- 10. Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with

the performance of work to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

11. Interpretation of Contract. The contract shall be construed according to the laws of the State of Missouri.

12. Termination of Contract.

A. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Contractor by one of three different means: U.S. Postal Service Mails; email transmission; or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, parts, materials, and reports or other materials prepared by the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

B. **Right to terminate in the absence of breach.** Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

13. Non-discrimination in Employment. In connection with the furnishing of supplies or performances or work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. Provisions by Law Deemed Inserted. Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will be read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

- 15. Tax-Exempt.** The City of Branson is exempt from Sales Tax and Federal Excise Tax.
- 16. Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.
- 17. Severability.** If any term or provision of this agreement is held invalid or unenforceable, the remainder of this agreement will be considered valid and enforceable to the fullest extent permitted by law.
- 18. Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
- 19. Use of Electronic Signatures.** The Contractor agrees to the electronic execution and delivery of any agreement, contract or purchase order resulting from the acceptance of a bid and that any electronic signatures including facsimile transmission are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.
- 20. Missouri Immigration Law Affidavit.** After January 1, 2009, the Contractor takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The Contractor will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.
- ____ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.
- 21. Assignment.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.
- 22. Performance.** It is understood by the parties that time is of the essence in this contract.

23. General Independent Contractor Clause. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor.

24. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

25. Liability and Indemnity. The parties mutually agree to the following:

- A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.
- B. The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Contractor arising out of or in any way connected with this contract. Contractor further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Contractor.
- C. The Contractor shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

26. Notices. All notices required or permitted herein under and required to be in writing may be given by email or first class mail addressed to City and Contractor at the addresses or email addresses provided. The contact information provided by the contractor vendor contact information page which must be kept current. The contact information for the City is provided below. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by email or mail shall be deemed to be the date transmission occurs.

Contact Information: City of Branson
Attn: Contract Management
110 W Maddux St., Ste. 205
Branson, MO 65616
417-337-8522
cityclerk@bransonmo.gov

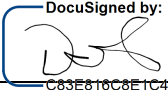
27. Safety. Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

28. Public Protection. The Contractor shall comply with all local, state, and federal safety rules, regulations, or laws and provide protection necessary to protect persons and property from injury or damage during all stages of work.

29. Effective. The contract is made and entered into upon completion of the last signature.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CONTRACTOR

By:  DocuSigned by:
C63E816C8E1C490...
(Signature) 3/8/2024
Date

CITY OF BRANSON, MISSOURI

Larry D. Milton
Mayor Date

ATTEST:

Hillary Briand
City Clerk Date

APPROVED AS TO FORM:

 DocuSigned by:
201AD63D59A4441...
City Attorney 3/7/2024
Date

SCOPE OF WORK

EXHIBIT A



CODY Systems provides an annual Licensed Software Support and Maintenance package (ASM) in accordance with and as set forth in the License Agreement between CODY and the Licensee. CODY's ASM is provided according to the License Agreement as well as the terms, conditions and provisions set forth herein.

**CODY's ASM package includes five components:**

- Telephone and Email/Online Technical and Help-desk Support Services ("TSS")
- Maintenance Releases and Wishlist Feature Enhancements ("MWR")
- CODY Customer Resource Center Access ("CRC")
- COBRA.net Services (Active Remote Monitoring ("ARM") and ExpressBridge configuration adjustment)
- CLOUD hosting services

Telephone and Email/Online Technical and Help-desk Support Services (TSS)

This component of the ASM package involves CODY Technical Services providing telephone, email and/or remote-connection (online) assistance to the Licensee for questions and technical issues regarding the CODY Licensed Software. CODY TSS is broken into two categories: Normal TSS/Helpdesk and Emergency TSS, as set forth below.

Normal TSS/Helpdesk

Normal TSS/Helpdesk is available Monday through Friday (excluding holidays), during regular hours (0800 to 1800 Prevailing Eastern Time).

- Normal TSS is provided via telephone to CODY's Support Center at 610.326.7476, via email and/or via the electronic form provided at CODY's online Customer Resource Center. However, the two noted non-telephone requests will not take precedent over a telephone request. Further, they do not carry any guarantee of response turn-around. Clients are strongly encouraged to utilize the method that best matches their desired urgency.

Emergency TSS

Emergency TSS is available 24 hours a day, 7 days a week, 365 days a year. Emergency TSS is intended to be used for Mission Critical Emergencies. At all times, preference for Emergency TSS shall be given to Mission Critical Emergencies. Licensee is expected to reserve Emergency TSS for true Mission Critical Emergencies and to use Normal TSS for any/all other issues. While CODY may routinely answer and attempt to address non-emergencies outside of Regular Business Hours, we reserve the right, at our discretion, to require a user to call back during Regular Business Hours.

- A Mission Critical Emergency situation involves a total system failure, defined as a failure in the software that is causing a situation where the Software will not run from any workstation and/or users cannot consistently perform their normal activities within the Software. Licensees should rule out external outside influences (e.g. hardware, power or operating system problems) before concluding that a total system failure has occurred.



- Emergency TSS is provided by the Licensee calling CODY Systems at 610.326.7476. During regular hours, the call will be routed immediately to a Technical Services Representative. During non-regular hours, calls to CODY will be answered by a live Call Taker, who will route the call to the appropriate Technical Services Representative. Email or CRC-initiated requests are not appropriate for Emergency TSS and CODY will never treat them as Emergency TSS.

Online Remote Support Services

In order to provide timely and effective response and issue-resolution, CODY requires our clients to allow our Technical Services personnel to establish a remote connection to a Client's environment (to the Server and/or workstation environments that are running CODY Software as appropriate for a given issue). A high speed Internet connection of sufficient bandwidth is required. CODY provides secure remote access software at no additional cost to the Licensee. If the Licensee desires or requires a different connection method for establishing a connection to Licensee's network, CODY at its discretion may support such alternate remote configurations. If the Licensee is unable or unwilling to provide the online access described above, additional charges may apply and CODY may not be able to successfully provide ASM. Furthermore, if there are factors beyond the control of CODY that prohibit online support services and/or require an onsite visit, additional charges may apply.

Support Call Procedures:

- **The Client's designated System Administrator (or the designee) should be the only person to contact CODY Technical Services. This is to ensure continuity of issue resolution.**
- Circumstances or tasks being performed at the time of an alleged error should be documented by the end user. To the best efforts of the end user, he/she should provide the steps that can be replicated to reproduce the error. Any error message that has been generated **MUST** be written down (word for word) or printed. If possible, the User who encountered the alleged error should be available at the time a support call is made.

Required Skills for the System Administrator:

The System Administrator should possess a working knowledge of the Windows operating system family (including without limitation Windows XP, Windows 7, Windows Server 2003, Server 2008, etc.), some essential computer and general networking knowledge and a general understanding of the agency specific environment (such as use of VMWare if involved with a Client's deployment, etc.). Fundamental system administration skills include, but may not be limited to:

- Ability to save, copy, move and delete files in Windows
- Ability to download files from the Internet
- Ability to locate drives in Windows and map/share network drives, if applicable
- Basic understanding of TCP/IP networking, including the ability to locate/set an IP address
- Facility with setting up and managing remote desktop sessions (i.e. TeamViewer, et al)
- Ability to resize, move and find open Program windows
- Ability to add, configure and delete printers and print drivers
- Knowledge of common Windows error messages and steps to resolve them
- Ability to set up and manage file, system, and database backups



Maintenance Releases and Wishlist Releases (“MWR”)

All Updates are provided under the ASM. Updates are defined as Maintenance Releases and Wishlist Releases which are made generally available by CODY to CODY’s active support customers.

- “Maintenance Release” means any patches, “bug” fixes, or re-releases of the Licensed Software that are otherwise intended to resolve specific maintenance issues within the Licensed Software. CODY reserves the right to limit deployment of Maintenance Releases.
- “Wishlist Release” means a software release from CODY that contains new features and functionality that are based upon specific customer requests, submitted through a secure website, which have been reviewed and approved by CODY for release to our active support customers at no extra charge. Not all requests are approved, and the availability of any Wishlist Release is at CODY’s sole, unfettered discretion.

CODY Online Customer Resource Center (“CRC”)

CODY maintains a private, secure online resource center for our customers. The CRC provides many services to clients, including the ability to submit a help-desk support request and/or Wishlist Feature Enhancement request. Access to the CRC is included at no charge under the ASM. However, while CRC is a benefit of ASM, the CRC is not a required element of ASM, and CODY may, from time to time, suspend or alter the CRC, solely at its discretion.

COBRA.net Specific Services

Active Remote Monitoring for COBRA.net (“ARM”)

Active Remote Monitoring (“ARM”) is a service provided by CODY as an extension of our ASM for COBRA.net. Services provided under ARM include:

- **Regular Diagnostic Checks** – CODY Technicians perform regular/periodic full system diagnostic checks to ensure optimum performance.
- **Remote resolution of COBRA.net software Connection issues** – CODY Technicians will make use of the high-speed connection between the Licensee’s system and the CODY Support Center to resolve connection issues between ExpressBridge DDB end-points and the COBRA.net Core. While most issues can be corrected remotely, be aware that despite our best efforts, we may need additional help on the ground at the Licensee’s site, and ultimately may not be able to resolve every issue remotely. Also, many times the underlying issue causing connection issues has no relation to our software, but is caused by hardware / network / infrastructure or other variables beyond our control. This being said, while this service is formally limited to issues with our software, functionally we will help you diagnose, and in cases where it is feasible, correct issues that are related to external factors.
- As with all CODY ASM, ARM relies upon a necessary and sufficient high-speed connection between the COBRA.net Core Site and CODY Technical Services. Further, provision of this service is dependent upon the ability and authority granted to CODY Technicians to establish and successfully connect to the COBRA.net Server and/or workstation housed at the Licensee’s location using CODY’s Remote Connection protocol.



Please refer to the section above titled Online Remote Support Services for details. The provision of ARM services is not intended to guarantee any “up-time” percentage, or any other level of performance.

ExpressBridge Configuration Adjustments

Once the initial configuration is complete for an ExpressBridge, ASM generally covers reasonably non-architectural and non-fundamental changes to the ExpressBridge configuration made necessary by alterations in the Data Source’s database schema. CODY will determine, in its sole discretion, where the line is between those adjustments that are covered by ASM and those that require additional fees or an entirely new ExpressBridge Template. While not binding CODY in any way, typical examples of adjustments that would generally be covered by ASM include minor to moderate changes to field or table names, codes and/or code values, database structure, etc. In order to foster ExpressBridge up-time, to trigger provision of this aspect of the ASM, CODY requires that we are given necessary and sufficient advance notice of the pending data structure change, to allow us to evaluate the change and plan accordingly.

CLOUD Hosting Services

In addition to the support services outlined above, CODY Systems provides enhanced services for those that are hosted in our CLOUD environment:

- CJIS controlled environment providing security conformance according to current CJIS policy
- Scheduled Maintenance: In order to maintain a secure environment for our hosted agencies; server and infrastructure updates are conducted on a monthly basis.
- CODY Upgrade: CODY Systems provide application updates once a quarter. Upon a general release notification, a Technical Services team member will contact the hosted agency to create a customized event to update your RMS applications at your convenience.

Services NOT Covered by ASM

Generally, anything not specifically referenced in this document is not covered by ASM. Services not provided as part of ASM include generally, without limitation, hardware and/or operating system support, moving your CODY System and/or database from one server environment to another (typically referred to as a “server move”), re-building and/or re-installing a CODY System after a hardware/infrastructure failure, recovering data backups lost as a result of agency hardware/network failure, performing updates and/or maintaining multiple COBRA.net Core environments at the same Licensee (e.g. a production and test system), etc. Onsite services are not covered by ASM. Additional fees may be charged in the event that CODY is requested to and agrees to provide services not provided in accordance with ASM.

Support services provided in connection with a situation that is determined to have been caused by the Licensee’s failure to adhere to the CODY Approved Licensee Environment (defined in CODY’s Standard License Terms and Conditions), as well as any support services CODY provides in order to correct environment anomalies caused by the same, are NOT covered by ASM, and Licensee may be charged for CODY’s time spent on such issues.

NOTE: CODY recognizes that it is not always readily apparent whether a suspected issue is covered under CODY’s ASM. Therefore, our Technicians will make reasonable attempts to assist the Licensee with diagnosing and identifying the source of a suspected issue, to determine whether the source of the issue is with CODY Software.

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CODY Systems – Annual Licensed Software Support and Maintenance Package



intended to provide an overview of CODY's ASM package. It should not be construed as a guarantee, warranty, promise or otherwise binding CODY to perform on any specific situation in any given time-frame.

**CODY Systems Proposal for:
Licensed Software Support and Maintenance Services**

**Branson Police Department ("Licensee")
110 W. Maddux, Branson, MO 65616
5 February 2024**



Annual Licensed Software Support Services	EFFECTIVE	EXPIRY	Amount
CODY Software - Annual Licensed Software Support Services Fee	01/01/2024	12/31/2024	\$49,521.40
Annual CODY NRF with NIBRS Submission Software Support and Maintenance Package	01/01/2024	12/31/2024	\$3,964.81
		Total	\$53,486.21

Terms and Conditions

The Licensee understands and agrees that it is purchasing an Annual Term for the Licensed Software authorized by CODY to be used by the Licensee and as such, is obligated to pay the entire amount as set forth in this Proposal/Agreement on or before the effective date shown.

At any time, should the Licensee purchase additional Licensed Software, the Annual Support Services Fee for such software shall be added to the Licensee's annual fee.

CODY has made every effort to ensure that the content herein is accurate. If an error is found, CODY reserves the right to correct it without prejudice, and will not be bound to or liable in any way for such error.

Unless expressly noted on this Proposal, all line-items, fees, quantities, software, services and other items are in addition to and do NOT replace, previous Proposals or any items thereon. Except where it would conflict with the original Proposal, this Proposal shall be included under the definition of Proposal in the Agreement. Unless otherwise specified, capitalized terms in this Proposal carry the same definitions as set forth in the Licensee's License Software and Services Agreement with CODY.

The information contained in this Proposal is proprietary and confidential. It is intended for use only by the recipient, in connection with evaluation of the proposal. Information contained herein shall not be made available or disclosed to third parties, without the prior written authorization of CODY Computer Services, Inc., except where such disclosure is required by law or by the procurement regulations of the recipient.

All software and services found in this Proposal are covered under the applicable terms and conditions of your existing software and services agreement with CODY ("Agreement"), except as expressly noted herein. All CODY software is covered by the same license terms and conditions of use as are found in the Agreement, except as expressly noted herein.

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