COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 144764

PAGE 1 OF 51

DATE: 2/19/2025

SUBJECT: **RFP NO. F2024144 - ANNUAL CONTRACT FOR RISK CLAIM MANAGEMENT SOLUTION - BUDGET AND RISK MANAGEMENT - KLEAR.AI - PER CONTRACT TERMS**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2024144, Annual Contract for Risk Claim Management Solution, for Budget and Risk Management, to Klear.ai at the per contract terms and approve contract.

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Four hundred thirty-eight (438) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on June 20, 2024, was attended by eight (8) vendors and well as representatives from Budget and Risk Management, Information Technology, and Purchasing. Four (4) proposals and three (3) no-bids were received.

Proposals were evaluated by Budget and Risk Management, Information Technology, and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP.

After all proposals were evaluated, it was discovered that all vendors, except the highest ranking vendor, did not meet one or more requirements. Some of the requirements include, but are not limited to: system must provide a text box to enter comments to support a claim denial; system must auto generate a unique sequential claim number for each claim type; and system must allow the addition of multiple claimants to each claim incident. Therefore, those vendors were not considered to provide demonstrations.

The top scoring vendor was invited to provide a demonstration on September 26, 2024. The Evaluation Committee then rescored based on the criteria and processes set forth in the RFP specifications.

A Best and Final Offer was then requested from the highest scoring vendor which resulted in no reduction of total price.

The proposal received from Klear.ai meets all specifications and is acceptable to Budget and Risk Management and Information Technology.

SUBMITTED BY	Purchasing	PREPARED BY:	Teresa Ralls
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

The term of the contract is twelve (12) months, effective February 19, 2025, with two (2) options for renewal periods of twelve (12) months each.

The purpose of this contract is to provide a claims management system for general liability, auto and property claims to replace the existing paper-driven process and improve upon the management of new and existing claims.

Therefore, it is the joint recommendation of Budget and Risk Management, Information Technology, and Purchasing that RFP No. F2024144, Annual Contract for Risk Claim Management Solution, be awarded to Klear.ai at the per contract terms.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of $137,250.00 is available in 45400-2025 Capital Improvement Fund/1810220000 IT Project Management Office/540000 Capital Outlay. Maintenance in the amount of $71,842.50 for year two (2) and $73,997.78 for year three (3) will be requested in future budgets.

RFP No. F2024144 Annual Contract for Risk Claim Management Solution

Post Demonstration Score

		Award
Evaluation Criteria	Max Points	**Klear.ai Cypress, CA HUB - Yes**
Qualifications and Experience	100	**72**
Response to Requirements	300	**243**
Project Approach and Implementation	100	**73**
References	150	**145**
Price	350	**350**
Total Score	1000	**883**

Note: No-bids were received from GTS Technology Solution, Inc., 3-C Technology, LLC and Resourceful Internet Solutions Inc.

RFP No. F2024144 Annual Contract for Risk Claim Management Solution
Initial Scores

Evaluation Criteria	Max Points	Klear.ai Cypress, CA HUB - Yes	Clear Risk Wilmington, DE HUB - No	Perficient, Inc. St Louis, MO HUB - No	VCA Software Scottsdale, AZ HUB - No
Qualifications and Experience	100	72	65	52	62
Response to Requirements	300	219	187	131	148
Project Approach and Implementation	100	73	63	54	65
Total Score	500	364	315	237	275

Note: No-bids were received from GTS Technology Solution, inc., 3-C Technology, LLC and Resourceful Internet Solutions Inc.

After all proposals were evaluated, it was discovered that all vendors, except the highest ranking vendor, did not meet one or more requirements. Some of the requirements include, but are not limited to: system must provide a text box to enter comments to support a claim denial; system must auto generate a unique sequential claim number for each claim type; and system must allow the addition of multiple claimants to each claim incident. Therefore, those vendors were not considered to provide demonstrations.

INFORMATION TECHNOLOGY

Chief Information Officer
André Mendes

Executive Assistant to CIO
Cecilia Webb

Deputy CIO
Russell Scott

Information Security Officer
Anil Koindala

Project Portfolio Management Office Director
Adepeju Ajunwon

IT Service Delivery Director
Carolyn J. Bogan

Network & Data Center Infrastructure Director
Anthony Jackson

Business Application Development & Support Director
Michael Webb

Interim SAP Director
Narayanaswami Swaminathan

Our vision is to be the best IT organization in state and local government within the United States.

200 Taylor Street
Fort Worth, TX 76196

Phone: 817.884.3888
Fax: 817.212.3060

www.tarrantcounty.com

10/9/2024

Teresa Ralls
100 E. Weatherford Street, Suite 303
Fort Worth, Texas 76196

RE: *F2024144 Annual Contract for Risk Claim Management Solution*

Dear *Teresa Ralls:*

Based on the information provided in the RFP response, Tarrant County Information Technology Department approves award of *F2024144* to *Klear.ai.*

Sincerely,

Eric Metcalf (Oct 9, 2024 10:58 CDT)

Peju Ajunwon
Project Portfolio Management Office Director

TARRANT COUNTY
BUDGET AND RISK MANAGEMENT

HELEN H. GIESE
DIRECTOR

January 15, 2025

Re: RFP 2024-144 Claims Risk Management Solution

It is the recommendation of Budget and Risk Management department to select Klear.Ai for the SAP Claims Management System project.

Sincerely,

Travis Yarbrough
Assistant Director of Risk Management

MASTER SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("**Agreement**") is made and entered by and between Tarrant County (herein after referred as "**County**") with main offices at 100 E Weatherford St, Fort Worth, TX 76196 and Klear.ai, (herein after referred as "**Klear.ai**") with main offices at 5252 Orange Avenue, Suite 208, Cypress, California 90630, and shall become effective upon the date this contract is signed by both parties.

This agreement includes the following components:

- Terms and Conditions
- Schedule 1: Purchase Order
- Schedule 2: Standard Service Level Agreement
- Schedule 3: Statement of Work

Both parties acknowledge that by executing this agreement, by their respective authorized representatives, they agree it to be legally bound, effective as of the Effective Date.

For Tarrant County

Signed: _____

Name: _____

Title: _____

Address: _____

_____

_____

Phone: _____

For Klear.ai

Signed: K.R.Sudhindra.

Name: Sudhindra R Kowligi

Title: Chief Administrative Officer

Address: 5252 Orange Ave

Suite 208

Cypress CA 90630

Phone: 562 269 7082

TERMS AND CONDITIONS

The following terms and conditions ("**Terms and Conditions**") govern this Agreement. In the event of any inconsistency or conflict of terms, Tarrant County RFP F2024144, Annual Contract for Risk Claim Management Solution and Vendor's response to RFP F2024144, Annual Contract for Risk Claim Management Solution, shall control; followed by this Agreement, including Statement of Work and all Exhibits and Schedules.

1. DEFINITIONS

Confidential Information – means any information or materials in tangible or intangible form that a) is confidential and proprietary to the disclosing party, possesses an element of value to the disclosing party, is not generally known to the disclosing party's competitors, and would damage the disclosing party if disclosed; b) the disclosing party obtains from any third party which the disclosing party treats as proprietary whether or not owned by the disclosing parties; or c) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgement in the circumstances.

Customer Data – means any and all data and information related to the data containing County's information (including but not limited to, text, graphics, photographs, audio visual elements, music, illustrations, video or other content) provided to Klear.ai by or on behalf of County for processing, and any and all updates or modifications thereto or Derivative Works thereof made by County or Klear.ai.

Derivative Works – means any suggestions, contributions, enhancements, improvements, modifications, or changes to the referenced materials.

Documentation – means the user documentation and any other operating, training, and reference manuals relating to the use of the Software, as supplied by Klear.ai to County, as well as any Derivative Works thereto.

Intellectual Property Rights – means all rights in and to any of the following, however constituted: trade secrets, patents, copyrights, trademarks, service marks, URLs, trade dress, brand features, know-how, moral rights, contract rights, code (executable, source and other) and similar rights of any type under the laws of any applicable governmental authority, or international treaty, including, without limitation, all applications and registrations relating to any of the foregoing.

Klear.ai Server – means those computer servers that Klear.ai owns, leases or otherwise controls whether in its own data center or the data center of another entity with which Klear.ai has a contractual relationship.

Purchase Order – means the initial purchase order set forth in this Agreement as well as subsequent purchase orders, which will serve as the mechanism by which County may purchase additional software and services following the Effective Date that incorporates the terms and conditions of this Agreement.

Production Use – County is using Klear.ai for production work, whether or not the County has signed off on the System.

Services – is the collective reference to all services Klear.ai performs for County under this Agreement and includes without limitation, the services specifically described in the Statement of Work as well as any new services purchased under a Purchase Order.

Software – means the object code to Klear.ai's proprietary software products listed in Purchase Order, and any modified, updated or enhanced versions of, or additional modules related to, such software products that Klear.ai provides to County either pursuant to the maintenance and support provisions or pursuant to a Purchase Order, as well as the Software Configurations and the Documentation for such software products, including any Derivative Works of such software and documentation.

Software Configurations – means any of the Deliverables set forth in the Statement of Work related to configuration or modification of the Software or of the standard reports or templates within the Software or the creation of business rules using the Software.

Specifications – means the software specifications set forth in the Documentation and in the Statement of Work for the relevant Software product.

Statement of Work – or "SOW" means the statement of work set forth in this Agreement as well as any changes or amendments to such SOW or any new SOWs that may be attached to a new Purchase Order.

System – is the collective reference to the Software, Software Configurations, Documentation, Klear.ai Server, and other technology that together comprise the hosted system offered to County under this Agreement.

Term – is defined in Section 11.10 of this Agreement.

Trade Secrets – means any business, scientific or technical data, information, design, process, procedure, formula, or improvement of County that is not generally known in the industry.

Work Product – means all materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided, or created by Klear.ai.

2. LICENSE AND LIMITATIONS

2.1 License

Subject to the terms and conditions of this Agreement, including, but not limited to, payment by County of the applicable fees set forth on a Purchase Order, Klear.ai grants County a limited, non-exclusive, non-transferable (except with reorganizations, merger, consolidation, acquisition, or other restructuring) license, without the right to sublicense, to use the System for the length of the Term solely for County's internal business purposes and only for the number of users set forth in the Purchase Order. Use of the System is limited to employees and County Clients users of County. All copies of Klear.ai content will retain all copyright or proprietary notices and unless authorized in

writing by Klear.ai, other use or distribution of Klear.ai content is prohibited. County may not provide access to Klear.ai's competitors

2.2 Limitations

Unless authorized by Klear.ai, County will not and will ensure that its end-users will not a) modify, adapt, alter, translate, or create Derivative Works from the System, b) merge the System with any other software, products or services, c) sublicense, resell, re-service, lease, rent, loan, disclose or transfer the System to any third party, d) reverse engineer, decompile, disassemble, or attempt to derive the source or object code of the System, e) use the System to provide any facility management, service bureau or similar services to third parties, permit third parties to remotely access and use the System or use the System to develop a product line that is similar to the Software or System, f) use or copy the System as expressly allowed under this Agreement, or g) alter, distort or remove any confidential, proprietary, copyright, trademark, trade secret, or patent legends from any copy of the System.

2.3 Additional Software

To the extent County wants to purchase additional Klear.ai software products, outside of existing Purchase Order, County and Klear.ai will execute a revised Purchase Order to include the additional software.

2.4 Proprietary Rights

Klear.ai will retain ownership of all Intellectual Property Rights in the System, and all Derivative Works made to the System, as well as Work Product provided to County ("**Proprietary Technology**"). County has no right to Klear.ai Proprietary Technology except for the licensed interests granted under this Agreement. County acknowledges and agrees that Klear.ai may use, without restriction, all suggestions, improvements, and ideas concerning any part of the System. County agrees to inform Klear.ai of any infringement or other improper action with respect to Klear.ai's Confidential Information, the System or the Intellectual Property Rights that comes to County's attention.

2.5 Rights Reserved

Except as set forth in this Agreement, no right or implied license or right of any kind is granted to County, regarding the System or any part thereof. Title, ownership, and all Intellectual Property Rights in the System will remain the sole property of Klear.ai. County acknowledges that the Software in source code form remains Confidential Information or Trade Secret of Klear.ai. Nothing in this Agreement confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Agreement. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

3. PASSWORDS

County will be given all applicable passwords to use in connection with the System and will ensure that each user is given their own individual user ID and password, which may not be shared with other individuals for any reason. County is responsible for maintaining passwords. Klear.ai is not responsible for any unauthorized access and/or use by any third party who gains access to County's instance to the extent that access is caused or contributed to by County or third-party vendor.

4. FEES AND PAYMENTS

4.1 Payments

In consideration of provision of the Services and access to the System, County will pay to Klear.ai in accordance with the Texas Prompt Payment Act. Unless otherwise stated in this Agreement, all fees will be due within thirty calendar days after the date of the invoice for same. All fees payable are fully earned, non-cancelable and the sums paid are non-refundable unless otherwise agreed upon. If any amounts are withheld by County, County will, within 30 calendar days from receipt of invoice, provide Klear.ai a reasonably detailed written explanation of the nature of the dispute. If County does not dispute the applicable invoice during the 30 calendar days of the invoice date, any such dispute will be deemed waived.

All invoices will be sent to County designated representative:

	Designated Customer Representative
First name, Last name	Tarrant County Auditor's Office
Address Line 1	100 E Weatherford Street, Suite 506
City, State, Postcode	Fort Worth, TX 76196
Phone Number	817-884-1205
Email address	SAP-INVOICES@TARRANTCOUNTYTX.GOV

4.2 Expenses

All expenses during the implementation process should be covered in the Year 1 price submitted by Klear.ai. Reimbursement for travel after the implementation is based on actual receipts. Meals shall not exceed the meal per diem rates set forth by the Tarrant County Travel Policy provided to the Vendor. Nightly hotel rates shall not exceed the current rate published by the U.S. General Services Administration. To receive reimbursement, Vendor must submit valid receipts and supporting backup. Vendor will not receive reimbursement for unauthorized or unsupported expenses. If a baggage fee is charged, the County will only reimburse for one (1) personal piece of luggage and will not pay for overweight charges.

Authorized reimbursable expenses will not exceed $1,500 per trip without prior approval in writing from Tarrant County IT.

All travel expenses must be invoiced within 60 days of completion of travel.

4.3 Taxes

The fees and other charges do not include any applicable sales, use, and other taxes (including value added tax) and all applicable export and import fees, customs duties and similar charges, and County will also be responsible for the payment of all such taxes, fees, duties and charges and related penalties and interest, which will be above and beyond the fees arising from the payment of the fees and from the delivery or license of the Software and Services to County whether such taxes are assessed before or retroactively following the issue of any invoice. If County is required by law to deduct or withhold any tax from any sum payable to Klear.ai, the sum payable by the County will be increased to the extent necessary to ensure that after such tax or other amount has been deducted, withheld or paid, Klear.ai receives a net sum equal to what it would have received and so retained had no such deduction, withholding or payment been required or made. County agrees to provide a tax exemption certificate to Klear.ai.

5. CONFIDENTIAL INFORMATION

5.1 Use of Confidential Information. Neither party may use or disclose any Confidential Information of the other party, except on a need-to-know basis for purposes of performing its obligations under this Agreement. Disclosure of Confidential Information to employees of the parties will be limited to those who have a need to know such information in connection with conducting the obligations of that party. County acknowledges that all parts of the System are Confidential Information of Klear.ai and the County agrees to treat such information as Confidential Information. The receiving party will hold any Confidential Information of the disclosing party using the same measures it takes with respect to its own confidential information but in no case with less than reasonable measures. The receiving party of Confidential Information will allow its independent contractors to receive the Confidential Information provided County informs independent contractors to retain the confidentiality of the information. Under no circumstances should access to such Confidential Information be provided to Klear.ai competitors. The confidentiality obligations of this Agreement will continue indefinitely following termination or expiration of this Agreement for as long as the Confidential Information retains a Trade Secret under applicable law and will continue for two years following termination or expirations of this agreement with response to Confidential Information that does not rise to the level of a Trade Secret.

5.2 Legally Compelled Disclosures. If a receiving party is presented with legal process under which it could be legally compelled to disclose any Confidential Information of the disclosing party (whether by oral question, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or by rule, regulation or other applicable law), such receiving party will promptly notify the disclosing party of the same before any disclosure is made so that the disclosing party may, at its discretion, seek a protective order or other appropriate remedy or may waive

compliance with the confidentiality terms of this Agreement. If such protective order or other remedy is not obtained, or if the disclosing party waives compliance with the provisions hereof, then only that portion of the Confidential Information that it is legally required to be disclosed (as advised by a written opinion of counsel) may be disclosed.

5.3 Exclusions. For purposes of this Agreement, "**Confidential Information**" will not include information or material which (a) enters the public domain (other than as a result of a breach of this Agreement); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of Confidential Information; or (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party. The receiving party will be entitled to use for any purpose any Residual Information obtained as a result of this Agreement, provided that the receiving party will not disclose Confidential Information of the disclosing party except as expressly permitted pursuant to the terms of this Agreement. The term "Residual Information" means the ideas, know-how and techniques retained in the unaided memories of the receiving party's personnel who have had access to the Confidential Information of the disclosing party in the course of this Agreement. The receiving party will not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residual Information. However, this sub-paragraph will not be deemed to grant to the receiving party a license under the disclosing party's copyrights or patents.

5.4 Injunctive Relief. The receiving party acknowledges the disclosing party disclosing party will be entitled to seek equitable relief, including injunctive relief and specific performance against the breach or threatened breach of the undertakings in this Section 5, in addition to any other legal remedies which may be available.

5.5 Compliance with Laws. In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

6. COUNTY DATA AND OBLIGATIONS

6.1 County Data. Klear.ai will not use County Data for any purpose other than that of providing the Software or rendering the Services, nor sell, assign, lease, or dispose of County Data. County assumes full responsibility to safeguard against unauthorized access and provide appropriate protection of its County Data prior to the transmission or transfer to is County Data to Klear.ai. County accepts sole responsibility for errors in the System or Services to the extent resulting from inaccurate or incomplete

County Data. From time to time, Klear.ai may collect and process technical and related information about County's use of the Software and System, may analyze and aggregate the County Data with data and/or information Klear.ai may have obtained or may in the future obtain from other of its clients, publicly available sources and/or data providers, and may disclose such analyses and aggregated data to individual prospective or current Klear.ai clients provided a) County Data is made anonymous prior to such use, b) Klear.ai does not use such anonymous data generated from the County Data in a manner which would allow County to be identified, and c) County Data is not transferred to such prospective or current clients.

6.2 County Obligations. County will maintain a designated representative who will be authorized to act as the primary point of contact for Klear.ai in dealing with County with respect to this Agreement and on a timely basis and at no charge to Klear.ai, issue all consents or approvals and, where required for the Services, make all requests on behalf of County. County agrees to perform these County Obligations. Klear.ai will not be deemed in breach of this Agreement or SOW in the event Klear.ai's failure to meet the responsibilities and time schedules set forth in the SOW if caused by County's failure to meet (or delay in) the applicable County Obligations. In the event of any delay in County's performance of any of the County Obligations, the milestones, fees and date(s) set forth in the applicable Statement of Work will be reasonably and proportionally adjusted as reasonably necessary to account for such delays. "**County Obligations**" means the obligations or tasks assigned to County set out in this Agreement or the applicable Statement of Work.

7. SECURITY

7.1 Data Security. Klear.ai represents and warrants that Klear.ai will maintain the County Data in a manner that conforms to appliable laws, utilizing accepted industry standard data management practices.

7.2 Data Security Policy. Klear.ai will document, implement, and maintain a data security policy to protect the confidentiality, integrity and availability of County's Data, which will be comprised of security policies and procedures designed to identify, manage, record, analyze, and execute proper response to cyber security incidents.

7.3 Security Certification. During the Term of this Agreement Klear.ai will annually provide to County (upon County's written request), at no additional cost for the County, an executive summary of the third-party security audit report of the System, also known on the date of signature of the Agreement as the SOC 2, Type II report, no later than January 31st, or when the report is available for distribution, of the year following its production thereof. Klear.ai may redact any sensitive information contained in the executive summary of its SOC 2, Type II report before providing it to County. In no event will Klear.ai be required to respond to inquiries that will require disclosure of Klear.ai sensitive information or other information that would affect the security and integrity of Klear.ai's systems if such information was disclosed.

8. WARRANTY AND DISCLAIMER

8.1 General Warranty. Each party represents and warrants that it is not subject to any agreement that would prevent it from complying with this Agreement. Klear.ai represents and warrants that it will comply with all applicable laws and regulations relating to its performance of the Services under this Agreement.

8.2 Software Warranty. Following Production Use of the System, Klear.ai represents and warrants that during the term the System will perform substantially in accordance with the Specifications for the System; provided that, the System is used according to the Documentation. If Klear.ai receives written notice that the System does not perform as warranted within sixty (60) days of such non-performance, Klear.ai will, at its option and at no additional charge to County, undertake to correct errors, or replace such portions of the System free of charge with software that performs as warranted hereunder. If Klear.ai is unable to repair or replace the non-conforming software, then County's sole and exclusive remedy against Klear.ai will be to terminate this Agreement and receive a pro-rata refund of annual fees paid under the Agreement for its use of the System for the terminated portion of the term. For the avoidance of doubt, Klear.ai will not be responsible for payment of any fines assessed against County by any regulatory authority for failure of the County to comply with statutory or regulatory requirements of any kind.

8.3 Services Warranty. For sixty (60) days after the performance of any Services under this Agreement, Klear.ai warrants that such Services will be performed in a professional and workmanlike manner consistent with generally accepted industry practices. For any breach of this services warranty, County's exclusive remedy, and Klear.ai's entire liability, will be the re-performance of such deficient Klear.ai Services. County must identify in a written notice to Klear.ai any deficiencies in such Services within ninety (90) days of completion of such deficient Services in order to receive the above warranty remedies.

8.4 County Warranty. County represents and warrants that County is authorized to provide Klear.ai with the County Data and that Klear.ai is authorized to use such County Data solely for the purpose of providing the System and Services.

8.5 Exclusions. Klear.ai does not warrant and is not responsible for (a) any third-party products not provided by Klear.ai, or (b) services not provided solely by Klear.ai, its agents and subcontractors.

8.6 DISCLAIMER. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER KLEAR.AI, ITS AFFILIATES, LICENSORS OR SUPPLIERS, NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO COUNTY, OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE, SYSTEM AND SERVICES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE. KLEAR.AI DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE, SYSTEM OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

9. INDEMNIFICATION

9.1 Klear.ai Indemnity. Klear.ai will indemnify, defend, and hold County and its individual directors, officers, employees and agents, harmless from and against any claims, actions or proceedings, arising out of any third-party claim that the System or the permitted use thereof infringes or violates and any third party's valid U.S patent, copyright or trade secrets ("**IP Claim(s)**"). If in Klear.ai's reasonable judgment any such IP Claims, or threat of an IP Claim, materially interferes with County's use of the System, Klear.ai will consult with County, and Klear.ai will have the option, in Klear.ai's sole discretion, to (a) substitute functionally equivalent non-infringing software or documentation, (b) modify the System to make it non infringing, (c) obtain for County the right to continue using the infringing System and Klear.ai will pay the cost of obtaining such right (but not, for clarity, the ongoing license or use fees); or, if the foregoing are not feasible in Klear.ai's sole discretion, Klear.ai will (d) require County to cease, and County will cease, using the System and Klear.ai will refund the license fees (as set forth in the applicable Purchase Order) for the affected portion of the System, less a usage charge based on a five-year straight-line amortization. Klear.ai will have no indemnity obligation for claims of infringement resulting or alleged to result from (i) any combination, operation, or use of the System or any part thereof with any programs or equipment not supplied by Klear.ai or not specified in this Agreement for such purpose if in Klear.ai's reasonable judgment such infringement would have been avoided by the combination, operation, or use of such System with items supplied by Klear.ai or specified in this Agreement for such purpose; (ii) inclusion of County Data; (iii) any modification of the System by a party other than Klear.ai if such infringement would have been avoided in the absence of such modifications; or (iv) the use of the System in a manner other than for its intended purposes or contrary to the Specifications or Documentation. This Section 9.1 states Klear.ai's entire liability and County's sole and exclusive remedy for infringement claims and actions.

10. LIMITATION OF LIABILITY

10.1 EXCEPT AS PROHIBITED BY LAW, IN NO EVENT WILL EITHER PARTY, OR ITS CONTRACTORS, LICENSORS OR SUPPLIERS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR LIABILITIES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ALL STATEMENTS OF WORK, ORDER FORMS, OR AMENDMENTS THERETO, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, INCLUDING A BREACH THEREOF OR INCLUDING DAMAGES OR LIABILITIES FOR LOST PROFIT, LOST REVENUE, LOSS OF USE, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF DATA, COSTS OF RECREATING LOST DATA, REGULATORY FINES, THE COST OF ANY SUBSTITUTE EQUIPMENT, SOFTWARE PROGRAM, OR DATA, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES HAVE BEEN COMMUNICATED TO SUCH PARTY AND REGARDLESS OF WHETHER SUCH PARTY HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES OR LIABILITIES.

10.2 EXCEPT FOR (I) THE RECOVERY OF SUMS DUE UNDER THIS AGREEMENT OR IN AN SOW, (II) AS PROHIBITED BY LAW OR (III) FOR CLAIMS ARISING UNDER SECTION 9 (INDEMNIFICATION), IN NO

EVENT WILL EITHER PARTY'S LIABILITY FOR ANY DAMAGES TO THE OTHER, ANY OF ITS AFFILIATES, OR TO ANY THIRD PARTY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVER EXCEED THE ACTUAL FEES RECEIVED BY KLEAR.AI UNDER THIS AGREEMENT IN THE PREVIOUS TWELVE (12) MONTH PERIOD FROM THE DATE ON WHICH SUCH CLAIM AROSE.

11. MISCELLANEOUS

11.1 Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy (each a "**Force Majeure**"). For the avoidance of doubt, Force Majeure shall not include: (a) financial distress nor the inability of either Party to make a profit or avoid a financial loss; (b) changes in market prices or conditions; or (c) a Party's financial inability to perform its obligations hereunder.

11.2 Disputes

If at any time a dispute arises out of or in connection with this Agreement, then Klear.ai and County will have their respective Project Managers or County Success Managers meet in good faith with a view to resolving the dispute within a period of fifteen working days from the day the dispute first arises. If the dispute cannot be resolved, the issue will be escalated to senior management. In the absence of an amicable resolution the dispute may be submitted to the appropriate courts having jurisdiction over the matter.

11.3 Marketing

County agrees to permit Klear.ai's reasonable reference to County's status as a user of the Software, including but not limited to, captioned quotations in product literature or advertisements, websites, articles, press releases, marketing literature, presentations, and the like, and occasional use as a reference for potential new users. Any reference to Tarrant County as a customer of Klear.ai in written format would require pre-approval from the County.

11.4 Entire Agreement and Counterparts

This Agreement, including any relevant Statements of Work, constitutes the entire Agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with the terms when signed by the party sought to be bound. This Agreement may be

executed in any number of counterparts, each of which will be deemed an original but all of which together will be deemed for all purposes to constitute one and the same instrument. Signatures transmitted and received via facsimile or other electronic means will be treated as original signatures for all purposes of this Agreement.

11.5 Choice of Law

This Agreement will be construed, governed, and enforced in all respects in accordance with the internal laws (excluding all conflict of law rules) of the State of Texas and any applicable federal laws of as interpreted by the Court for the Northern District for the State of Texas. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply in any respect to this Agreement or the parties hereto. The parties hereby agree that their respective rights and obligations hereunder will be solely and exclusively as set forth herein and that UCITA, whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified, will not apply to this Agreement and is hereby disclaimed. Each party represents and warrants that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

11.6 Notices

Any and all notices permitted or required to be given hereunder will be deemed duly given a) upon actual delivery, if delivered by hand; or b) upon delivery by certified mail. Each such notice must be sent to the respective party at the addresses indicated on the signature page.

11.7 Assignment

Except as otherwise set forth in this Agreement, this Agreement and all rights and obligations may not be assigned (by operation of law or otherwise) in whole or in part by either party, and any such attempted assignment will be void and of no effect; provided, however, that either party will have the right to assign this Agreement to a successor in interest in connection with a reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting securities and/or assets of the assigning party upon written notice to the non-assigning party; provided that County has no right and will not assign to a Klear.ai competitor. This Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, permitted transferees, successors, and assigns as permitted by this Agreement.

11.8 Waiver and Invalidity

No delay or failure in exercising any right hereunder and no partial or single exercise thereof will be deemed to constitute a waiver of such right or any other rights hereunder. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will be valid and enforceable to the fullest extent permitted by applicable law.

11.9 Insurance

Klear.ai will maintain adequate insurance coverage throughout the Term of this Agreement to cover its obligations under this Agreement.

11.10 Term and Termination

(a) The initial term of this agreement will be a twelve (12) month contract. At Tarrant County's option and approval by Klear.ai, the contract may be renewed for two (2) additional twelve (12) month periods. Either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach is not cured within said time, the non-breaching party may terminate the contract effective the next day by giving a written notice of termination. Either party may also terminate this Agreement as a matter of convenience, upon written notice of at least sixty (30) days. All applicable projects that were entered into between Vendor and County under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. At Tarrant County's discretion, existing Purchase Orders issued and accepted by Vendor shall survive the expiration or termination of the Contract.

(b) Within thirty (30) days (or earlier upon Klear.ai's reasonable written request) after the effective date of a termination of this Agreement for any reason, County will (i) pay Klear.ai for the System and all Services performed by Klear.ai up to the effective date of such termination and all other amounts owed by County to Klear.ai under this Agreement; and (ii) destroy or return to Klear.ai all Klear.ai property in County's possession (or in the possession of any of County contractors/representatives), including, but not limited to all Documentation (and printouts thereof) and the Confidential Information of Klear.ai. Upon the destruction or return of such materials, County will provide Klear.ai with a signed written statement certifying that it has destroyed or returned all Klear.ai property to Klear.ai. Upon termination of this Agreement for any reason, all rights and licenses granted by Klear.ai under this Agreement to County will immediately cease and County will cease all use of the Klear.ai Proprietary Technology.

(c) Upon request by County, Klear.ai will return to County, or permanently destroy all electronic or other embodiments not able to be so returned, any Confidential Information of County in the possession or control of Klear.ai. Any return of County Data will be provided to County in a mutually agreed upon electronic format at no cost to County. Upon the destruction or return of such materials, Klear.ai will provide County with a signed written statement certifying that it has destroyed or returned all County property to County. Any Klear.ai obligations under this Agreement to store any County Data will cease upon termination of this Agreement. The foregoing does not require Klear.ai to search its archived electronic back-up files of its computer systems for County's Confidential Information to purge such Confidential Information from its archived files; provided, however, that Klear.ai must: (i) maintain the confidentiality of such archived Confidential Information as if this Agreement were still in effect and (ii) not use such archived Confidential Information for any purpose.

(d) Termination of this Agreement will not affect survival of the provisions regarding Klear.ai's or County's treatment of Confidential Information, provisions relating to the payments of amounts due

that have accrued prior to termination, indemnity provisions, provisions limiting or disclaiming the party's liability, provisions on non-solicitation of employees, or the provisions on termination, which provisions will survive such termination.

SCHEDULE 1: PURCHASE ORDER

1. Initial Term

The Initial Term of the Agreement is for twelve (12) months and will commence on the date this contract is signed by both parties with two (2) additional twelve (12) month options to renew.

Software Modules & Related Functionality

The below table represents the Software modules and general functionality licensed (represented with a checked box) and high-level scope to be implemented for County.

Klear.ai Standard Modules	Klear.ai Project Customizations
☒ **Klear.ai Claims Administration**	**None identified**
☐ Workers Compensation ☒ Property & Casualty	
☐ **Klear.ai RMIS**	
☐ **Klear.ai Audit**	
☐ **Klear.ai Advanced Analytics**	
☒ Severity Prediction Model ☒ Reserve Prediction Model ☒ Litigation Prediction Model ☒ Subrogation Prediction Model ☒ Fraud Prediction Model	
☐ **Klear.ai Policy Underwriting**	**Klear.ai On-Going Data Loads**
☒ **Klear.ai Databridge**	**None identified**
☐ **Klear.ai Claimant App/Portal**	
☒ **Application Administration & Configuration Tooling**	
Klear.ai Optional Functionality & Interfaces	**Data Conversion**
☐ **Compliance**	☒ **Data to be converted from MS Access Database**
☐ FROI/SROI ☐ CMS	☒ **Number of claims to be converted - 6000**
☐ **Nurse Case Management**	
☐ **Utilization Review**	
☐ **Check Printing**	
☐ **Accounts Payable Interface**	**Environments Provided**
☐ **Medical Bill Review Interface**	☒ **One Test & One Production**
☐ **Document Imaging Import**	
☐ **ODG Interface**	
☐ **ISO Index Interface**	
☐ **Positive Pay Interface**	
☐ **HR/Payroll Interface**	

Hosting

Hosting and related services provided by with Microsoft Azure, including redundancy service, availability, security backup, and other maintenance. Pricing is based on data storage utilized and initial pricing is limited to the data storage limits set forth below in Section 3.1

Number of Users

System Administration Users – 1
Full Read/Write Users – 3
View Only Users - None

2. Fees

Klear.ai will invoice and County will pay the following fees per payment schedule below. All invoices for any fees in this Purchase Order will be due and payable in accordance with the Agreement. If the agreement is terminated per section 11.10 Term and Termination, Klear-ai will reimburse County a pro-rated refund of Annual Fees for the unused term.

YEAR	IMPLEMENTATION FEES	ANNUAL FEES	TOTAL
Year 1	$67,500.00	$69,750.00	$137,250.00
Year 2	0	$71,842.50	$71,842.50
Year 3	0	$73,997.78	$73,997.78

2.1 *Annual Fees Include*:

- Subscription Fee (Software & User Components)
- Hosting
  - Database Storage up to 100 GB Included
  - File Storage up to 1 TB Included
- County Support and Maintenance
- Annual Fees will increase by 3% each year.

2.2 *Implementation Fees Include*:

- Setup/Deployment
- Data Conversion
- Implementation Management
- Business analysis, reporting and configuration.
- Training
- Excludes travel and expenses.

2.3 *Payment Schedule*:

- Annual fees
  - Invoiced annually with first payment invoiced upon contract execution date and annually thereafter per the terms of the renewal 12-month options.
- Implementation fees

	MILESTONE	% OF TOTAL	AMOUNT	Estimated Date*
1	Project Kick-Off Meeting Deliverable: 1. Initial mutually agreed upon project schedule.	20%	$13,500	Estimated to be 2 weeks after contract execution
2	Joint Acceptance of Completed Business Requirements Document (BRD) by the County and Klear.ai Deliverable(s): 1. Mutually agreed on BRD (Business Requirements Document).	20%	$13,500	Estimated to be 3 months after Project Kick Off Meeting
3	Delivery of Trial Conversion Deliverable(s): 1. Delivery of Trial 1 converted data into the test environment.	20%	$13,500	Estimated to be 5 months after Project Kick Off Meeting
4	Delivery of System for UAT Deliverable(s): 1. Delivery of all customizations to the test environment. 2. Development and access to Analytics module. 3. Initial training. 4. Full SIT/or Unit tested (Including: customizations, interfaces, configuration, all issues identified and resolved) and ready for UAT.	20%	$13,500	Estimated to be 6 months after Project Kick Off Meeting
5	Go Live Deliverable(s): 1. Final data conversion into production environment. 2. Training provided by Klear.ai 3. Production Use as defined in the Statement of Work	20%	$13,500	Estimated to be 8 months after Project Kick Off Meeting

- Klear.ai will submit an invoice only after COUNTY has provided written acceptance of milestone completion.
- *Estimated dates will be finalized as part of the planning phase

SCHEDULE 2: STANDARD SERVICE LEVEL AGREEMENT

1. Definitions

Business Hours – means the hours of 8:00 am ET to 6:00 pm PT Monday – Friday except U.S. Bank Holidays.

Error – means a material failure of the Software to conform to the functional specifications.

Error Correction – means any modification, workaround, or routine intended to correct the practical adverse effect of the Error.

Excusable Downtime – means the total minutes in the Measurable Window during which the Software or the Hosting Environment, was not available due to a) any negligent or wrongful act or omissions by County or its users; b) any negligent or wrongful act or omission by third-party vendors; or c) any Force Majeure events or disruption in public internet access.

Hosting Environment – means the data enter and related infrastructure encompassing the Software and System as a whole maintained by Klear.ai.

Measurable Window – means a period of thirty (30) days.

Patches – means a change to the Software that may include patches, fixes, minor updates and Error Corrections, which Klear.ai generally provides to the County who receives customer support services.

Release – means a modification of the Software, normally denoted with a new number to the immediate right or left of the decimal, which contains new features and functionality. Release does not include new products or modules of the Software for which Klear.ai generally charges its customers an additional license or subscription fee.

Response Time – means the amount of time from when the County properly reports an Error until a Klear.ai support analyst acknowledges receipt.

Scheduled Downtime – means the total number of minutes of actual time the Software or Hosting Environment, as applicable, were not available as a result of scheduled time to perform system maintenance or patches.

Severity Level – means the impact level assigned to an Error based on the level of service degradation or loss of functionality as determined by Klear.ai in accordance with the criteria for Severity Levels defined in Section 9 below.

Unscheduled Downtime – means total number of minutes of actual time the Software or Hosting Environment, as applicable, were not available, which does not qualify as Scheduled Downtime, but specifically excludes Excusable Downtime.

2. Support Overview

Klear.ai will provide more than one reasonable means of communication to allow County's designated Support Contacts to contact the Klear.ai Helpdesk for assistance in resolving problems with the Software in accordance with and during the hours of operation set forth in Section 8 of this Service Level Agreement. The term "**Support Contacts**" means those two individuals designated by County to be the only individuals permitted to contact and utilize the Klear.ai Helpdesk for assistance in resolving problems with the Software.

County is prohibited from attempting to support the Software (either itself or through a third party) in any way that would require access to the source code of the Software or would require any reverse engineering, reverse assembly or disassembly of the Software. Klear.ai is the only entity authorized to support the Software at the code level.

3. Support and Maintenance

Klear.ai will provide the level of support defined by the support description in this Service Level Agreement. Klear.ai will notify County of any changes to any support description in each renewal if applicable.

4. Error Corrections and Patches

As a part of customer support services, Klear.ai will use commercially reasonable efforts to provide Error Corrections for all verifiable and reproducible Errors in the Software in accordance with the Agreement and this Service Level Agreement. As a part of County support services, Klear.ai will provide Patches to the Software that Klear.ai makes generally available to its County who receive support services.

5. Software Releases, Withdrawal, and Database Refreshes

5.1 Software Releases

As a part of customer support services, Klear.ai will provide to County new Releases of the Software as and when developed, except for new products or modules for which Klear.ai generally charges a separate license or annual fee. Klear.ai is not obligated to develop new Releases of the Software.

Klear.ai will provide County, as part of customer support services, with new Releases created by Klear.ai as a result of a change in law or new law that directly applies to existing functionality within the Software currently offered by Klear.ai. As an accommodation and not as provision of legal advice, Klear.ai will take commercially reasonable efforts to promptly notify County in writing upon becoming aware of any material changes to any applicable law or government regulations that may cause the current release of the Software not to confirm to such law or regulations. Notwithstanding the foregoing, in the event that the required modifications to the Software would require a material re-architecture or other significant product re-design, would require Klear.ai to obtain data which is either unavailable, or which is only available at a material cost, or would otherwise require Klear.ai to incur material expenditures (as measured

against the fees charged under this Agreement), and Klear.ai is not otherwise making such modifications for its other customers, then Klear.ai may cease revising the affected Software in the affected jurisdiction, but shall continue to support the Software during the Term.

5.2 Software Withdrawal

If Klear.ai intends to withdraw any Software from general availability for any reason whatsoever, Klear.ai will provide County at least twelve months prior written notice of such withdrawal. Notwithstanding the preceding clause, if Klear.ai intends to withdraw the Software due to an emergency, injunction, or other legal proceeding, Klear.ai will provide County as much notice as is practicable and permitted by application law, governmental regulations or court order.

5.3 Database Refreshes

The County is entitled to have their test environment updated twice a year with production data from County's production environment upon County request. If the refresh request is outside of what is included as referenced above, Klear.ai will notify the County to that effect and reserves the right to charge County at Klear.ai's current standard hourly rates.

6. Limitations

Klear.ai is under no obligation to provide customer support services with regards to:

- Software that has been altered or modified by County or any third party.
- Software used on a system that does not meet the minimum hardware, software, operating system, mobile device and other system and configuration requirements set forth in the provided technical specifications.
- Any software not both supplied by Klear.ai and identified in Agreement or subsequent amendments.

Customer support services does not include: (i) researching County requests, (ii) researching and fixing anomalies caused by other vendors, (iii) making changes resulting from internal County business practices, (iv) enhancing system configuration and other similar tasks that are requested or required but are outside of Klear.ai's control; and (v)causes or errors that are not attributable to Klear.ai (and therefore considered additional services).

If Klear.ai has created a third-party interface from the System to one of the County's third-party products provided by another vendor and such vendor modifies the third-party product causing the third-party interface to stop functioning properly, then the service required to modify the third-party interface as a result of the changes to the third-party product are considered outside the scope of customer support services and would incur additional fees as it is considered additional services. Services required to resolve any County-created Error are outside the scope of customer support services and would incur additional fees as it is considered additional services.

If a problem reported is outside the scope of this Agreement, Klear.ai will notify County to that effect and reserves the right to charge County at Klear.ai's then-current standard hourly rates. No additional charges will be assessed without Klear.ai providing an associated quote and County providing written approval prior to any work being performed. Certain requests, such as building custom modules, data base objects, reports, utilities or other complex projects (considered as additional services), may also incur additional fees beyond those associated with customer support services and will be detailed in a new Statement of Work. The following are examples of additional support services that are available from Klear.ai.

- Add-on data conversions.
- Implementation for any optional software modules.
- Supplemental custom training.
- Custom reports – defining, creating, testing and troubleshooting (Klear.ai will require a Statement of Work to help troubleshoot or clean up a modified or custom report (unless the custom report is specifically under maintenance)).
- Security configuration consulting or set up.
- Data conversion issues once transitioned from implementation to support.
- Klear.ai database changes, such as organization changes, combining insureds, reference tables changes, etc.
- Corrections to County's data, including but not limited to data modification for purposes of exporting/importing to/from the Klear.ai database.
- Performing troubleshooting outside of the System applications.
- Support and maintenance of custom modules that are not covered under support services.
- Custom enhancement
- County interfaces: a) training on interfaces; b) County-initiated changes to the interface specification external to Klear.ai that result in any failure or performance problems with the interface; c) bugs in a County computer software and hardware that result in interface operational failure.
- Any hardware or software problems beyond the control of Klear.ai.

7. County Obligations

County will be responsible for the following.

- Reporting Errors promptly.
- Providing sufficient information for Klear.ai to duplicate the Error, as described in the specifications, so Klear.ai can duplicate the Error, assess the situation, and/or undertake any needed action.
- Designating at least one technical staff trained on the Klear.ai products to serve as County representative ("**County Support Contact**") to contact Klear.ai with maintenance and other support issues.

- Carrying out procedures for the rectification of Errors within a reasonable time after such procedures (or revisions, upgrades, enhancements, etc.) have been received from Klear.ai.

8. Helpdesk

Klear.ai provides services through its Helpdesk as set forth in the table below.

Support Option	Method	Response	Exceptions
Self Service System	Access to on-line ticketing System	Typically, response made by end of next business day	Klear.ai Holidays
Phone Support	Ability to call a support line	Monday through Friday 8:00am EST - 6:00pm PST	Klear.ai Holidays
After Hours Emergency	Ability to contact support analyst	Only for S1; 24x7x365	Non S1 tickets

If County's Support Contact/s are unavailable to work with Klear.ai, then the issue will be lowered to an S3 issue (as defined below in Section 9). If an issue is considered S1 (as defined below in Section 9), County must call the Helpdesk.

Should Klear.ai determine that there is an Error in the Software, it will repair such Error in the version of the Software that County is currently using or agree with County to upgrade or provide a viable workaround.

9. Incident Response - Software

The table below defines response and resolution.

Severity	Condition	Initial Response Time	Follow-Up	Resolution Goal
S1 - Critical	Critical functionality down, impaired, or degraded Major impact to County's business No reasonable workaround exists No current patch set or service pack available	One hour during Business Hours	Every hour during Business Hours. After hours, as agreed upon	One business day or 8 Business Hours

S2 - High	Critical functionality is impaired or degraded Time-sensitive issues impacting production Hotfix, patch, or upgrade not available. Reasonable workaround exists, but is only temporary	4 Business Hours during Business Hours	Once daily, update sent during Business Hours	5 business days or by next scheduled maintenance window
S3 - Medium	Non-critical functionality is down or impaired No significant current production impact Performance is degraded A short to medium term work-around is available Patch, service pack or upgrade is available	1 business day	As agreed	As agreed
S4 - Low	Non-critical function impaired No business impacts A medium to long term work-around is available Patch, service pack or upgrade is available	2 business days	As agreed	As agreed

10. Incident Response – Hosting Environment

Klear.ai provides monitoring of the Hosting Environment. The Klear.ai IT Operations staff is notified by the monitoring systems of an incident occurring that causes a material disruption, material performance degradation or outage to the Hosting Environment. The Klear.ai customer support team will coordinate resolution and communication (including status updates), with the County. Klear.ai IT Operations will respond to issues with the Hosting Environment based on the severity levels defined below.

Severity	Definition	Initial Response Time	Resolution Goal	Monthly Metric
S1	Total inability to use any material part of the Hosting Environment, resulting in a critical impact on business	30 minutes	One business day or 8 Business Hours	95% closed within resolution goal
S2	Ability to use Hosting Environment, but user operations are severely restricted or where users notice degraded system performance	1 hour during Business Hours	5 business days or next scheduled maintenance window	90% closed within resolution goal
S3	Ability to use the Hosting Environment with minor faults that cause little disruption to service or use of the product. Failure relates	1 business day	As agreed	90% closed within

	to functions that are not critical to overall user operations			resolution goal

11. Escalation Levels

Escalation Level	Klear.ai Contact
Level 1	Support Manager
Level 2	Technical Support Director
Level 3	VP Customer Success

12. Maintenance Window

Klear.ai will conduct regular weekly maintenance. The standard maintenance window will be 5 hours in length. If the window needs to be extended, Klear.ai will provide advanced written notice of at least 5 business days.

Standard Maintenance Block – Friday 11:00 pm – Saturday 5:00 am PST
Extended Maintenance Block – Friday 8:00 pm – Saturday 11 am PST

13. System Availability

The Software will be available 99% of the time, based on the calculation below.

$$\text{Availability \%} = \frac{\text{Total Minutes} - \text{Unscheduled Downtime} - \text{Scheduled Downtime}}{\text{Total Minutes} - \text{Scheduled Downtime}}$$

Scheduled Downtime includes:

- Scheduled maintenance.
- Time required for deployment of software Patches.
- Downtime resulting from general virus or denial of service attacks.

14. Disaster Recovery/Business Continuity

14.1 Klear.ai will document, implement, and maintain a business continuity plan to protect the privacy, confidentiality, integrity, and availability of the County Data ("**Business Continuity Plan**").

14.2 The Business Continuity Plan will include an appropriate data backup schedule, identification of an offsite location where data backups are held in an encrypted/secure form, a

prompt data restoration timeframe, and an appropriate testing schedule to confirm the Business Continuity Plan is effective.

14.3 Klear.ai's Business Continuity Plan will include back-up, disaster recovery and storage capabilities so as to maximize availability and progress of the System during an event that would otherwise affect the performance or delivery of the System. At a minimum, such capabilities will provide for restoration of System within the timeframes set forth in the Disaster Recovery Plan. Klear.ai's responsibilities will include the following:

(a) Klear.ai will back-up and store County Data (on tapes or other storage media as appropriate) on-site for efficient data recovery and off-site to provide protection against disasters and to meet file recovery needs.

(b) Klear.ai will encrypt County Data when being transmitted or stored outside of County's computer systems and network.

(c) Klear.ai will conduct incremental and full back-ups (in accordance with the Disaster Recovery Plan) to capture data, and changes to data used in connection with the Work. Backed up data will be encrypted.

(d) Klear.ai will develop and maintain and submit a disaster recovery plan including plans, measures and arrangements to ensure the continuous delivery of critical products and services, which permits Klear.ai to recover its facility, data, assets and personnel ("**Disaster Recovery Plan**"). In the event of a disaster, Klear.ai will assume responsibility for providing the services in accordance with the Disaster Recovery Plan. Klear.ai will generate a report following each and any disaster measuring performance against the Disaster Recovery Plan and identification of problem areas and plans for resolution.

(e) An executive summary of Klear.ai's Business Continuity Plan and Disaster Recovery Plan will be made available to County upon request.

SCHEDULE 3: STATEMENT OF WORK

The Statement of Work (SOW) outlines the work to be performed by Klear.ai to deliver the Software and Services defined in the Purchase Order. Steps include:

- Project Management
- Business Analysis
- QA Testing
- Configuration
- Data Conversion
- Reporting
- Training
- Deployment

SCOPE

Users:

Full Access	3	Read/Write access
System Administrator	1	Read only access

System Components:

Klear.ai Standard Modules / Interfaces / Services

Claims Management

Standard Claims Module
Property, Liability, Auto
Incident Tracking

Standard Analytics

Standard Reports & Dashboards

Standard Interfaces

SSO (Active Directory Integration)

Hosting*

Partner with Microsoft Azure, including

100 GB hosting data(non-attachments)

1 TB – File Storage
*Pricing is based on data storage utilized

Klear.ai Custom Modules / Interfaces / Services

DataBridge

2 Custom Intake Forms – 60 questions

Custom Analytics

5 Reports & 5 Dashboards

Data Conversion

Includes 1 Trial: 1 production deployment
Data from one source (MS Access - ~ 6,000 claims)
Additional Trials will go through change control process

Special Services

Scan current non digitized claim files into Klear.ai (~250 claims)
Scan past non digitized claim files into Klear.ai (~750 claims)

FACILITIES AND HOURS OF COVERAGE

Klear.ai will perform the Services remotely unless County and Klear.ai agree otherwise. Klear.ai will provide services under this SOW on business days Monday through Friday during normal business hours (referenced in Schedule 2 "Standard Service Level Agreement", section 1 "Definitions"). Klear.ai personnel may work hours other than those defined as normal business hours to accommodate their local time zones.

COMPLETION CRITERIA

- "Production Use" is when the Deliverables of this Statement of Work have been deployed to production, without any S1 tickets created in 30 calendar days, and made available for their use.
- Klear.ai will request confirmation from County that Production Use has been achieved. No response for 30 days will constitute implied confirmation.
- If County wishes to have a portion of this SOW deployed to production earlier or later, Klear.ai may need a revision to the SOW and follow the Change Control process.
- Transition Period is the 30 days after Production Use during which time Klear.ai implementation services are still engaged, after which support services begin.

IMPLEMENTATION

Klear.ai follows a project methodology based on industry standard practices, which is based on a repeatable process and documented requirements. It is a hybrid waterfall/agile approach to delivery. Phases are:

- **Initiating Phase** (Initial estimates on time and resources including the identification of key stakeholders)
- **Planning Phase** (Finalization of Project Plan, project artifacts)
- **Executing Phase**
    - High Level Solutioning
    - Design
    - Configuration
    - Validation and Testing
    - Training
    - Deployment
- **Closing Phase** (Go live support, post implementation review and transition to County Support)

To control timelines and costs, activities need to be followed so as not to affect these items resulting in Change Control. Change control may result in adjustments to the Scope, Estimated Schedule, Charges and/or other terms.

The following section describes, at a high level, the activities that will be performed during the Project Delivery. Tasks performed on specific scope items are described in the Project Task section. There are twelve main steps in the implementation phase with each step outlining the following. The length and complexity of the project determines which steps are needed.

- Klear.ai Activities
- County Activities
- Applicable Artifacts
- Completion Criteria
- Deliverables

STEP 1 – Project Management (Assigned Klear.ai resource: Project Manager)

The purpose of this activity is to provide technical direction and control of Klear.ai project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity to successfully deliver the project objectives and deliverables.

- **Klear.ai Tasks** – manage the project with County's project manager.
- **County Tasks** – manage the project with Klear.ai's project manager.
- **Artifacts** – Project Plan; Communication Plan; Open Items Tracking Log; Risk and Issues Log; UAT and signoffs (UAT, Data Validation, Project Completion).
- **Deliverable** – Initial mutually agreed upon project schedule.

STEP 2 – Solutioning (Assigned Klear.ai resource: Project Manager & Business Analyst)

The purpose of this activity is to analyze County's business processes and evaluate against the standard functionality within the system. Multiple solutioning sessions will be held throughout the project with each session targeting specific areas of the application or interface. Solutioning is a high-level activity with details flushed out during the design activity.

- **Klear.ai Tasks** – Review County's Business Review Document (BRD) and develop other high-level documentation if needed.
- **County Tasks** – Complete the BRD.
- **Completion Criteria**: BRD Completed; Any needed Swim Lanes (or other process documentation) is completed.

- **Deliverable** – BRD.

STEP 3 – Design (Assigned Klear.ai resource: Business Analyst)

The purpose of this activity is to produce the functional specifications for any needed custom development. In addition, it is to capture all needed configuration of the system for the County. The Configuration Workbook is a living document that will be carried forward by the County post go live.

- **Klear.ai Tasks** – Develop functional specifications as needed and create County configuration workbook. The County will own the configuration workbook to assist with documenting the system configuration.
- **County Tasks** – Review and approve functional specifications and participate in the development of the configuration workbook.
- **Completion Criteria**: Acceptance of specifications and configuration workbook; finalization of core reference data.
- **Deliverable** – Any applicable functional specifications; initial configuration workbook.

STEP 4 – Development (Assigned Klear.ai resource: Business Analyst & Development Staff)

The purpose of this activity is to develop all customizations requiring software development based on approved specifications produced in Activity 3.

- **Klear.ai Tasks** – Develop and QA code for functional specifications.
- **County Tasks** – Be available for questions and unit testing if needed.
- **Deliverable** – Delivery of all customizations to the test environment

STEP 5 – Configuration (Assigned Klear.ai resource: Business Analyst)

The purpose of this activity is to configure the System in conjunction with the County. Configuration will be based on the configuration workbook.

- **Klear.ai Tasks** – Perform configuration tasks.
    - Demonstrate the standard modules.
    - Configure modules and interfaces as defined in Project Tasks section below.
    - Configure 1 security role. County will be trained on the System's security administration. County will complete remaining roles needed.
    - Configure up to 5 standard Client Handling Workflows. County will be trained on the System's Client Handling Workflow engine. County will complete the remaining Client Handling Workflows.

- Configure up to 5 letter templates and up to 10 custom variables. County will be trained on the System's communication administration. County will complete the remaining Letter Templates and custom variables.
- Configure initial set up of each interface, County will own ongoing maintenance of interfaces after UAT signoff.
- Configure Intake forms (2).

- **County Tasks** – Perform configuration tasks, including testing. County will initiate and facilitate all communication with third parties.
- **Deliverable** – Configured system ready for System and Integration Testing (SIT).

STEP 6 – Data Conversion (Assigned Klear.ai resource: Business Analyst & Data Management Staff)

The purpose of this activity is to provide best practices and defined processes for converting County's data from the data source defined below to the system. The following legacy data sources will be converted into the System. All data will be received from one source.

Additionally, this activity will result in the build of the following data conversion objects from the approved source data and delivered alongside the associated reference table data:

Category	Objects
Business Structure data	Insurance Type, Claimant Type, County, Claim Administrator, Adjusting Office, User, Examiner, Bank Account, Fiscal Year
Insured Policy Data	Insurer, Insured/Employer, Policy Period, Coverage, Policy Locations, Organization, Producer
Core Claim Data	Claim, Claimant, ICD, Dependents, Vehicle
Financial Data	Vendor, Payee, Payment, Bill Review Detail, Check Detail, Reserves
Claims Administration Data	Diary, Notepad, Contacts, Subrogation, Document Image, Attachments, Correspondence, CMS, State Reporting Data

- **Klear.ai Tasks**
  - Conduct interactive sessions with County for conversion requirements, data mapping rules and decisions around corrections to source data issues.

- Create conversion mapping documents, including code transformation logic.
- Build data conversion routines for approved mapping and agreed scope.
- Allow for one trial set of data in test environment and one final set in production for Go-Live, performing the following validation steps for each:
  - Data conversion mapping validation
  - Financial balancing validation
  - Application functionality validation
- Perform unit testing and release the data for QA/County testing, including documenting the system converted claim counts and financial against County-provided control reports.
- Fix any issues identified during trial test period.
- Develop the Go-Live date transition plan based on the outcome of the trial.
- Scan all current claim files, that are not digitized, into the system (around 250 claims, 5 to 300 pages per claim)
- Scan all past claim files, that are not digitized, into the system (around 750 claims from the prior 3 years, 5 to 300 pages per claim)

- **County Tasks**
  - Complete data request letters and send to third party from which data will be received by Klear.ai for County. A copy of the letter must be provided to Klear.ai to allow for preparation for receiving the file.
  - Ensure the extraction and delivery of data and financial balancing reports is a successfully tested repeatable processes.
  - Provide all tables and or files from the source system that contain data, including reference and transactional, to be converted into Klear.ai.
  - Ensure all data, including that from a data supplier or a third party, is encrypted and received via secured FTP.
  - Ensure data is not transferred to Klear.ai via email or unencrypted to an unsecured ftp site as this is against Klear.ai policy.
  - Ensure all data is provided in one of the Klear.ai's accepted data formats.
    - MS Access database

- Fixed length, unpacked, ASCII text file (file layouts required)
- Delimited, unpacked ASCII text file (file layouts required)

- Retain a working copy of the data sent for use during conversion. This will be the responsibility of the County to research questions from the Kelar.ai team as needed.
- Provide a data dictionary and/or ERD. If no data dictionary is available, access to a person with in-depth knowledge of the database must be provided.
- Provide financial balancing information. The reports are generated from the delivered source data (and corresponding to the valuation date of the source data sent), contain the following information, and are delivered with every delivery of source data:
  - Total Claim counts, summarized by open and closed.
  - Paid amounts
  - Total insured and/or outstanding resources
  - Recovery amounts
- Provide financial balancing reports that is summarized by:
  - Fiscal year
  - Insured/Org structure
  - Claim level detail
- Perform the following tasks for the trial and final conversions.
  - Financial balancing validation
  - Data conversion mapping validation
  - Application functionality validation
- In the event there is a need to consolidate multiple data sources or to create filters to segregate and/or remove specific claims from the source data sent by the County, this will go through the change control process.
- Special Services: If a claim does not exist in County's access database, County will create claim in Klear.ai so non digitized claim files can be scanned and attached to claim.
- Special Services: Provide all Closed non-digitized claim files all at the same time with balancing documents to be used as verification. Balancing documents will include the list of claims so that can be crossed checked with the claims data received.

- Special Services: Open non-digitized claim files – This will be a two-step process. The first step will be to provide all open non-digitized claim files (as of an agreed upon timeframe), all at the same time with balancing documents to be used as verification. Balancing documents will include the list of claims so that can be crossed checked with the claims data received. The second step will be to provide remaining open non-digitized at the agreed upon time before go-live in the same manner as the prior open non-digitized claim files.

- **Deliverable** – Delivery of Trial 1 into the test environment and final data conversion into production environment. Non digitized claim files scanned into Klear.ai.

STEP 7 – Reporting/Analytics (Assigned Klear.ai resource: Business Analyst)

Report and Dashboard Development.

- **Klear.ai Tasks** – Deliver standard reports configured for County use. Jointly develop up to 5 agreed-upon reports or dashboards, train County SMEs on use of reporting tool.
- **County Tasks** – Identify 5 reports /dashboards for co-development with Klear.ai staff. Create custom reports as needed.
- **Deliverable** – Access to Analytics module.

STEP 8 – System and Integration Testing (SIT) (Assigned Klear.ai resource: Business Analyst)

System and Integration testing using converted data.

- **Klear.ai Tasks**:
  - Demo customizations to County.
  - Test customizations, interfaces, configuration performed by Klear.ai.
  - Resolve identified issues.
- **County Tasks**:
  - Participate in SIT for configuration performed by County.
  - Participate in interface testing, especially those involved with 3rd party vendors.
- **Entrance Criteria** – As components complete unit testing, they become ready for SIT.
- **Deliverable** – System ready for UAT.

STEP 9 – UAT (Assigned Klear.ai resource: Business Analyst)

User Acceptance Testing using converted data to be performed by County.

- **Klear.ai Tasks**:
    - Establish issue log and resolve issues in conjunction with County.
    - Coordinate issue resolution and re-testing cycle with County.
- **County Tasks:**
    - Create UAT plan; coordinate UAT testing; perform UAT.
    - Document and report issues to Klear.ai for investigation and resolution.
    - Sign off on UAT with identified issues that need to be addressed before Go-Live.
- **Completion Criteria**:
    - Open Log is reviewed, and solution agreed upon between County and Klear.ai.
    - No outstanding S1 and S2 defects.
    - County has signed off on UAT.
- **Deliverable** – UAT signoff.

STEP 10 – Training (Assigned Klear.ai resource: Business Analyst/Training Staff)

Training will be provided throughout the implementation phase.

- **Klear.ai Tasks**
    - Train County users using a combination of remote and on-site training.
    - Provide training materials.
- **County Tasks**
    - Provide a list of people to be trained.
    - Help determine training content to ensure participants are not impacting daytime jobs.
- **Completion Criteria**: Klear.ai has delivered the training to County users.

STEP 11 – Cutover/Go-Live (Assigned Klear.ai resource: Project Manager & Business Analyst)

The purpose of this activity is to prepare for go-live activities with the defined solution in Production and transition ownership and ongoing management to County.

- **Klear.ai Tasks**:
    - Prepare cutover task list with County.
    - Perform final data conversion and deliver into pre-production environment. This will include established users, security, configuration, and other configurations.
    - Enable system for County smoke test.
    - Facilitate Go / No-Go decision with County.
    - Turn over production system to County.
    - Transition County to post-production support.
    - A warranty period of 30 calendar days will be provided, including the following additional activities:
        - Project team will collaborate with County on sequence of initial job execution.
        - Project team will support County as various user groups are introduced to the system for live updates according to the rollout plan.
        - Project team will collaborate with County support for post go-live issue resolution.
- **County Tasks**
    - Prepare cutover task list with Klear.ai.
    - Deliver data in accordance with the cutover plan.
    - Perform Smoke Testing.
    - Provide the Go decision and sign off that the system is production ready.
    - Assume ownership.
- **Entrance Criteria** – Go-Live outstanding issues from UAT sign off and data conversion sign off have been resolved; Go/No-Go decision made; Acceptance criteria has been met for go-live.
- **Completion Criteria**: Production system deployment and County has provided system access; County has used production system for 30 days.
- **Deliverable** – Cut-over plan, production system.

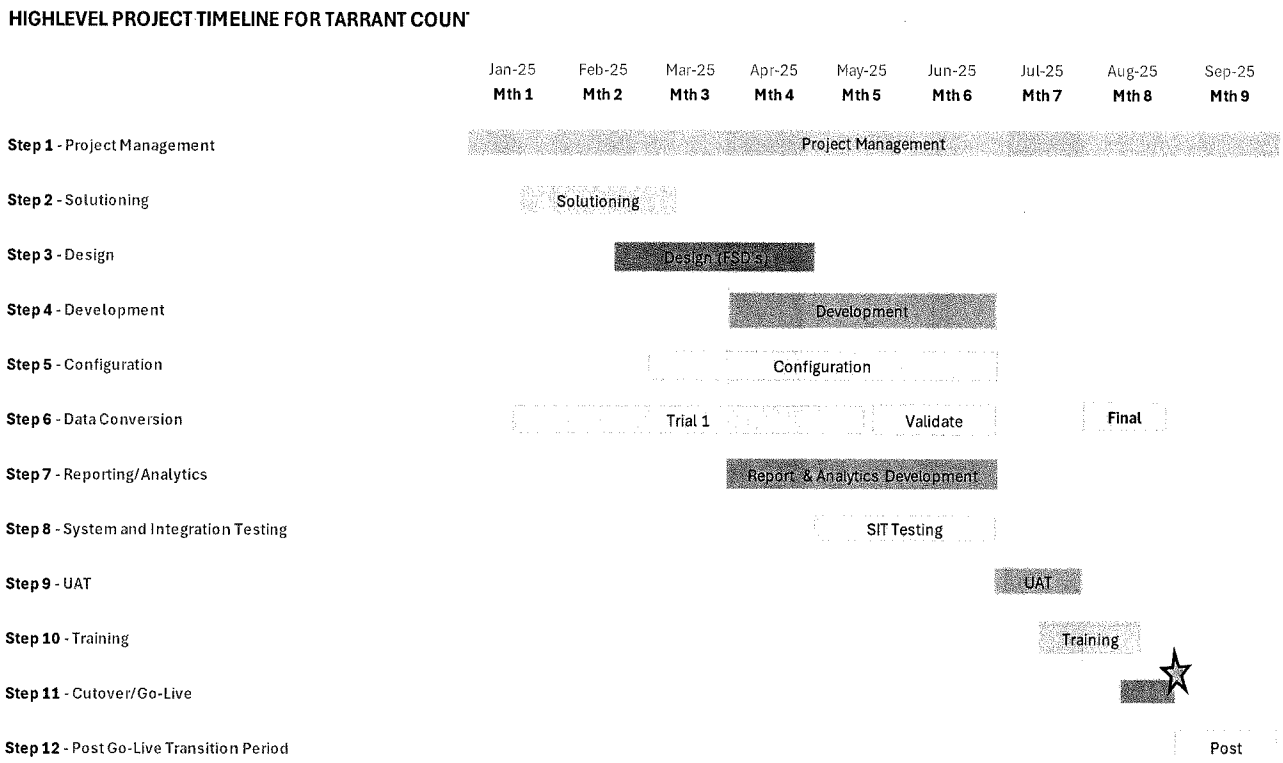
STEP 12 – Post-Go Live Date Transition Period (Assigned Klear.ai resource: Project Manager & Business Analyst)

The purpose of this activity is to define the activities during the first 30 days after the Go Live date to ensure a smooth transition from implementation to customer support.

- **Klear.ai Tasks**:
    - Work with County to resolve issues per the SLA as defined in the SaaS Agreement.
    - Ensure that the transition from project team to customer support team is successfully executed.

- **County Tasks**:
    - Establish their own level 1 support internally and report support issues to Klear.ai upon verification.
- **Exit Criteria** – No P1 or P2 issues.

Below is a project diagram outlining the project's twelve step process and timeframes for each. This is not meant to be an actual reflection of the project with the County. Once contracts are executed and the project is kicked off, a formal plan and schedule will be developed (Step 1 above) and agreed to by Klear.ai and the County outlining the full project and associated timeframes.



Project Tasks

Claims Management Module

This Module allows for the administration of claims for Auto, Property, and General Liability. There are 3 lines of business assumed for this implementation. Core Features include Hierarchy Maintenance, Tasks, Notes, Correspondence, E-mail, Attachments, Reserves, Payment, Contacts, Scheduler, and System Administration.

Klear.ai Responsibilities

- Klear.ai will assist County with setting up fundamental reference data such as insurance types, reserve transaction codes, payment transaction codes, organization setup and policy coverage information. Klear.ai will provide best practice consulting on code configuration and maintenance. Any reserve or payment mapping changes identified after Trial 1 conversion has been delivered to County will incur additional costs not included in this Statement of Work.
- Assist County in obtaining training and providing guidance with configuration.

County Responsibilities

- County will be responsible for creating and maintaining all security groups and roles, as well as the security on each tab within the application. This includes default values, read-only access, disabled and visibility properties, tooltips, restricted values and more.
- County is responsible for providing the necessary information regarding Fiscal Year structure, Policy structure, Hierarchy structure, and all other coded fields.
- County is responsible for reviewing and confirming the payment and reserve transactions have been set up correctly.
- Review of forms and reports, and modifications of correspondence variables.

Document Management Module

Klear.ai Responsibilities

- Configure the document image workflow.

County Responsibilities

- Transmit pdf files to secure destination. Standard security protocols are expected to be adhered to, including file encryption and secure electronic transfer.
- Test Document Management functionality.
- Review and understand all the scheduled jobs and configuration.

Financials (Payments and Reserves)

Klear.ai Responsibilities

- Convert payments and reserves.
- Configure payment and reserve approval workflows.

County Responsibilities

- Document any changes, including merging or splitting of payment or reserve codes.
- Document payment and reserve approval process.

Client Handling Workflows

Klear.ai Responsibilities

- Review list of business rules from County and implement up to 5 Client Handling Rules.

- Review any workflows documented by County and advise on Client Handling Rules or Configuration which will enable the County to enforce or automate these workflows.

County Responsibilities

- Identify business processes and rules during Discovery which are candidates for automation.
- Test and approve workflows configured by Klear.ai.
- Create additional workflows and Client Handling Rules.
- Maintain workflows and Client Handling Rules post go-live.

Scheduler

Klear.ai Responsibilities

- Create any needed scheduler jobs.
- Train County on configuration, troubleshooting and maintenance of scheduler jobs.

County Responsibilities

- Create additional jobs as needed.
- Monitor and maintain jobs after go-live.

DataBridge Module (2 Intake Forms)

Klear.ai Responsibilities

- Create functional specification mapping input fields to Klear.ai DataBridge form.
- Create forms and ensure functionality aligns with specifications.
- Unit test forms prior to demonstrating form to County.
- Support County during UAT.
- Train County on maintenance of forms

County Responsibilities

- Provide SME for consultation during specification creation, development, and testing.
- Sign off on functional specification prior to submission to configuration. Any changes to the mapping after sign-off may require Change Control.

Standard Form Assumptions:

- One incident creates one claim.
- Submission is directly into claims system, which is where workflow is configured and begins.

Standard Interfaces

Integration with Active Directory (SSO)

Klear.ai Responsibilities

- Create functional specification for interface layout.
- Work with development team to ensure functionality aligns with specification.
- Unit test functionality according to test scenarios in specification
- Configure scheduler jobs.

County Responsibilities

- Determine acceptable layouts.
- Sign off on functional Specifications prior to submission to Klear.ai development. Any changes to the mapping after sign-ff may require Change Control.
- Test functionality, including testing with third parties.
- Review and understand all the scheduled jobs and configuration.

County Responsibilities

During Implementation Phase:

- Designate a Project Manager who will be responsible for co-managing the project and obtaining consensus and sign-off on requirements and work products.
- Dedicate sufficiently skilled resources to support the Services described within this SOW.
- Provide requested resources with requested skills and project dedication as outlined in the mutually agreed-upon project plan.

- Make information and materials available as Klear.ai reasonably requires. Klear.ai will not be liable for any damages or delays arising from inaccurate, incomplete, or otherwise defective information and material supplied by or on behalf of the County.
- Be responsible for agreements with management of and the input and work of third parties, whose work may affect Klear.ai's ability to provide the services.
- Initiate and facilitate all interactions with third-party vendors as needed to configure the system.
- Except to the extent Klear.ai specifically agrees otherwise in this SOW, take sole responsibility for any third-party data, hardware, software, or communications equipment used in connection with the services.
- Make decisions in a timely fashion as identified in the agreed-upon project plan so as not to impede progress and add cost to the implementation.
- Be responsible for all activities relating to planning preparation and execution of the testing cycle.
- Participate in gap and functional analysis during the scoping phase.
- Be responsible for managing data extract, import from County internal system, coordinating with County IT.
- Configure the system in conjunction with Klear.ai on mutually agreed-upon tasks.
- Perform system integration testing.

During Post-Implementation Phase:

- Designate a primary system administrator, who will serve as the primary contact for the Klear.ai support team. The system administrator should be able to communicate business objectives, learn and manage complex software applications and related components, and have the bandwidth with focus time and attention to the system.
- Be responsible for agreement with management of, input, and work of third parties, whose work may affect Klear.ai ability to provide services.
- Except to the extent Klear.ai specifically agrees otherwise in this statement of work, take all responsibility for any third-party data, hardware, software, or communications equipment used in connection with the services.
- Understand and adhere to security and compliant regulations to ensure that sensitive personal and company information is protected.

- Be responsible for managing data extract imports from County internal systems coordinating with County IT.
- Be responsible for configuration changes of the system post implementation.

Key Assumptions

- Both County and Klear.ai will provide adequate resources to complete activities as defined in this SOW.
- County is responsible for enabling, configuring, and maintaining all client handling rules, security and user configuration, and job scheduler in Klear.ai post go live.
- County will assume responsibility for all test plans for UAT with support from Klear.ai staff.
- County will ensure all data imported or extracted from the system is encrypted in transit and at rest (GPG, SFTP).

Project Controls

Deliverable and Milestone Acceptance Procedure

Except for status reports, project plans/schedules, and similar materials, Deliverables and Milestones will be reviewed and accepted in accordance with the following procedure:

- One copy of each Deliverable will be submitted to your designated representative.
- Your designated representative will either accept the Deliverable(s) or provide the Klear.ai Project Manager with a written list of requested revisions. If Klear.ai receives no response from your representative within five (5) business days, then Deliverable(s) will be deemed accepted.
- Timely revisions agreed to by Klear.ai will be made and the Deliverable(s) will be resubmitted to your designated representative, at which time the Deliverable(s) will be deemed accepted.
- Implied signoff is incorporated for implementation deliverables, user acceptance and project signoff indicating that County must provide feedback on any issues within ten (10) business days from receipt of the signoff letter. If feedback is not received within the defined time, acceptance of the implementation deliverable and/or project is assumed.

Change Order Process

Klear.ai and County may determine that it is necessary to change aspects of this SOW throughout its defined duration. In such event, any material changes including, but not limited to, alteration of scope, responsibilities, charges and/or start and end dates must be conducted via the following process:

- A Change Order will be the vehicle for communicating changes to this SOW and/or any future Change Requests. The Change Order must describe the change, the rationale for the change and the effect the change will have on the engagement.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and agree to implement, recommend it for further investigation or reject it.
- A Change Order must be accepted by authorized representatives from both parties to authorize implementation of any agreed changes to the SOW and the Agreement.
- A Change Order that has been signed by both authorized representatives of both parties constitutes a change authorization for the purposes of this SOW and the Agreement.

Note: The Change Order may include charges on a time-and materials or fixed-fee basis using Klear.ai's standard rates in effect for any resulting additional work.

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____ Date: _____
Auditor

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2024144 - Annual Contract for Risk Claim Management Solution - Budget and Risk Management - Klear.ai - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****