

#	CLAUSE	SUGGESTED CONTRACT AND RFP LANGUAGE
1	Click Wrap	The terms and conditions of this Contract take precedence over any conflicting Consultant license terms and conditions including those found in Consultant’s or a Third Party’s Software Click Wrap license, whether presented in writing or electronically; whether presented prior to or subsequent to executing this Contract. City and its users shall not be bound by the terms of a Click Wrap license encountered during installation or at any time thereafter, even if City users click ‘Accept’ in order to continue using the software.
2	Software Audit Rights	In lieu of any audit provisions in the license agreement and no more than once annually, Consultant may require City to perform an internal audit and City will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. Consultant shall not impose any fees upon City for this internal audit to be performed. Should City’s internal audit reveal that it is out of license compliance, City shall have the right to either, a) de-install the offending software without penalty or fee from Consultant or its third parties, or b) pay to Consultant the fees owed, based upon the rates established in this agreement, to obtain license compliance. No additional fees or penalties shall be applied, either retroactively or otherwise.
3	Warranty	<p>The Consultant warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this Contract.</p> <p>CONSULTANT WARRANTS FOR ONE (1) YEAR FROM THE DATE ON WHICH THE SOFTWARE SPECIFIED IN A DELIVERY ORDER DOCUMENT IS FIRST USED IN PRODUCTION BY CITY THAT THE SOFTWARE WILL PERFORM IN ALL MATERIAL RESPECTS THE FUNCTIONS DESCRIBED IN THE DOCUMENTATION WHEN OPERATED IN ACCORDANCE WITH (a) THE DOCUMENTATION ON A SUPPORTED PLATFORM [OR] (b) IN THE CITY REQUIREMENTS SPECIFIED IN THE CITY SOLICITATION.</p>
4	Transfer Rights	The City shall have the right, without the prior written consent of the software’s publisher or its authorized resellers, to assign, reassign, or transfer software licenses or City’s rights in the software to an “Affiliate” of City, to include any governmental organization that is managed, operated or controlled by the City.
5	Third Party Software	Consultant has obtained all necessary licenses for City to use any Third Party Materials (including without limitation, all Open Source licenses) provided with Consultant’s Software and Managed Services. Consultant complies with and shall continue to comply with all third party licenses (including, without limitation, all Open Source licenses) associated with any Third Party Materials provided with Consultant’s Software and Managed Services. To the extent any Third Party Materials are provided with Consultant’s Software and Managed Services, City’s use of such Consultant’s Software and Managed Services as provided by Consultant and in accordance with this Contract or any additional agreements issued hereunder will not be in conflict with any third party license requirements and will satisfy all conditions on use, modification or distribution of any such Third Party Materials without the need for any additional, unanticipated action or license fees on City’s part. City does not and will not need to procure any rights or licenses to any patents or other third-party intellectual property rights to use as intended in this Contract or any additional agreements issued hereunder Consultant’s Software and Managed Services delivered by Consultant.
6	Software Termination Rights	City shall have the right to continue use of any products and documentation that were purchased prior to the transfer or termination of the Agreement. Consultant may not terminate this Contract for non-payment.

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7	Access to Source Code	Consultant and City shall enter into a separate source code escrow agreement.
8	Multiple Instances of Licenses under one License	City shall only pay for licenses in a production environment. Licenses for all other environments shall be included in fees paid for the production environment.
9	Data Locations	All City Data and backup City Data shall be located in the continental United States. Consultant shall obtain permission from City prior to any change in the location of the City Data.
10	Vendor Access to City Data	City grants Consultant the non-exclusive, non-transferable, license to copy, store, record, transmit, maintain, display, view, print or otherwise use City Data solely to the extent necessary to provide the Service to City. City agrees that the license to City Data shall survive termination of the Service for a period of one (1) year solely for the purpose of storing backup City Data at an offsite storage facility. City expressly prohibits the use of Client Data except as expressly provided herein. Any employee of Consultant, its subcontractors and its third parties that have physical or logical access to criminal justice data contained within the City Data must be a U.S. citizen, permanent resident and/or have been living in the United States for at least five (5) years and shall undergo a background check conducted by the City. The City shall be informed in writing 90 days prior to any proposed change of location of the services performed. The City shall have the right to approve or deny said change of location.
11	City Data Ownership	The City owns all "City Data". City Data shall mean any data, information, or other materials of any nature whatsoever, provided to Consultant by City in the course of implementing and/or using the Service.
12	Site to Site VPN	<p><i>If VPN is from Vendor's site, use this language:</i></p> <p>Should Consultant be provided site-to-site virtual private network ("VPN") access to perform the services stated in this Contract, Consultant agrees to protect City's network, systems and data accessible through the site-to-site VPN. This includes but is not limited to, the following:</p> <p>Ensuring that all devices used to access City's network, systems and data are fully patched and running professional-grade anti-virus, anti-malware protection that receives daily signature updates.</p> <p>Ensuring that only Consultant's authorized employees are provided access to City's systems, and such access shall be only for those purposes authorized by City.</p> <p>City shall be notified within twenty-four (24) hours when a Consultant's employee no longer needs access, and immediately if the Consultant's employee is involuntarily terminated.</p> <p>City shall be notified immediately upon discovery that Consultant's authorized employees have been unintentionally granted access to City systems or data other than what is necessary to perform the services in this Contract.</p> <p>Notifying City's IT Service Desk immediately upon learning of an actual or suspected security breach within Consultant's environment that may impact City's network, systems and data.</p> <p>Responding within two (2) hours upon notification of a suspected security incident generating from Consultant's site or from the equipment supported by Consultant on City's site.</p> <p>City reserves the right to disable the VPN tunnel at any time to ensure the security of City data and network operations.</p> <p><i>If VPN is from City laptops, use this language:</i></p> <p>Should Consultant be provided a City issued laptop or similar device that allows virtual private network ("VPN") access to perform the services stated in this Contract, Consultant agrees to the following:</p> <p>Only authorized employees of the Consultant shall use the device to access City systems. Such</p>

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	<p>access shall be only for those purposes authorized by City.</p> <p>Each authorized employee of Consultant shall have an individual named account and access credentials and will not be shared with anyone other than the authorized employee.</p> <p>City shall be notified within twenty-four (24) hours when Consultant's authorized employee no longer needs access or immediately if Consultant's authorized employee is involuntarily terminated.</p> <p>City shall be notified immediately upon discovery that Consultant's authorized employees have been unintentionally granted access to City systems or data other than what is necessary to provide the services in this Contract.</p> <p>Consultant's use of the City issued devices and any resulting access to City's network shall be used in compliance with City's policies, procedures, standards and guidelines, including but not limited to, City's Electronic Communications Policy and Minneapolis IT Network Security Standards.</p> <p>Consultant's authorized employees shall not interfere with standard security protections applied to the device by City, including but not limited to, anti-malware, personal firewall, disk encryption, or adding additional user profiles to the device.</p> <p>No software except that which is expressly authorized by City shall be installed on the device.</p> <p>Any sign of malware infection or other security breach on the device is reported immediately to City's IT Service Desk.</p> <p>No private or confidential data as defined by the Minnesota Government Data Practices Act (MGDPA) and/or other applicable legal or regulatory requirements shall be stored on the assigned device.</p> <p>No nonpublic data (as defined by the MGDPA) accessed on the City's network will be copied from City's network to portable storage (e.g. USB) and/or disclosed to any unauthorized employees of Consultant or third party.</p> <p>Lost or stolen devices shall be reported immediately to City's IT Service Desk.</p> <p>Devices shall be returned to City within five (5) business days after completion of the services or expiration of the contract, whichever comes first.</p>
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